AGENDA

City of Key Colony Beach
ITB 2026-03 Wastewater Treatment Plant Tanks and Piping Coating
Evaluation Committee Meeting
Monday, November 9th, 2026, 10:00 AM
At the temporary meeting place for the City of Key Colony Beach at
The Key Colony Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida 33051

1. **CALL TO ORDER and ROLL CALL**

2. **CITIZEN COMMENTS & CORRESPONDENCE**

3. **ITB 2026-03 Tanks and Piping Coating**
   a. ITB 2026-03 **– Pgs. 1-22**
   b. Bid Tabulations **– Pgs. 23-24**
   c. Recommendation to Award

4. **RECOMMENDATION TO AWARD:** Utility Board Meeting 11-17-2026 10:00 AM
   City Commission Meeting 11-19-2026 10:0 AM

5. **ADJOURNMENT**

Join from PC, Mac, iPad, or Android:
https://us02web.zoom.us/j/86103462318?pwd=km6AutNaBW9HzqFthG1df85FaTvVGk.1
Passcode:965560

Phone one-tap:
+13052241968,,86103462318#,,,,*965560# US
+13126266799,,86103462318#,,,,*965560# US (Chicago)

Join via audio:
+1 305 224 1968 US
+1 312 626 6799 US (Chicago)
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 564 217 2000 US
+1 669 444 9171 US
++1 507 473 4847 US
Webinar ID: 861 0346 2318
Passcode: 965560
International numbers available: https://us02web.zoom.us/u/k73z62eaI

CITY OF KEY COLONY BEACH

INVITATION TO BID
ITB 2026-03

Wastewater Treatment Plant Tanks and Piping Coating

600 8th Street,
Key Colony Beach, Florida

INVITATION TO BID

The City of Key Colony Beach cordially invites interested contractors to complete and submit sealed bids by November 2nd, 2026, no later than 2:00 PM, for the following project.

Wastewater Treatment Plant Tanks and Piping Coating
ITB 2026-03

THE PROJECT CONSISTS OF: Clean, prepare and coat the four (4) tanks (two (2) steel and two (2) concrete) with all associated exposed piping at the City's Wastewater Treatment Plant located at 600 8th Street, Key Colony Beach, Florida, all in accordance with the requirements incorporated herein, and to be submitted by **November 2, 2026, at 2:00 PM.**

All bids must be submitted in a sealed envelope to City Administrator John Bartus at 600 W. Ocean, Key Colony Beach, Florida 33051 (mailing address PO Box 510141, Key Colony Beach, FL 33051), no later than November 2, 2026, at 2:00 PM, clearly marked "Sealed Bid for the City of Key Colony Beach ITB 2026-03" and including the name of your firm. Each bid must include one original, five (5) copies, and 1 thumb drive with an electronic copy.

Bid packets are available on DemandStar. Bids will be deemed to be valid for a period of sixty (60) days after the submittal date. Successful vendors must provide proper insurance and proof of all required licenses and/or certificates, and each contractor is to submit their bid as indicated in the ITB requirements

The City reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: The City Commission will make the final award of the bid or contract.

Any questions from any bidders should be directed to City Administrator John Bartus by email to Cityadministrator@keycolonybeach.net. Answers will be posted electronically by the City on DemandStar.

SCOPE OF WORK: CITY OF KEY COLONY BEACH, FLORIDA to clean, prepare, and coat the four (4) tanks (two (2) steel and two (2) concrete) with all associated exposed piping at the City's Wastewater Treatment Plant located at 600 8th Street, Key Colony Beach, Florida, in accordance with the ITB requirements incorporated herein.

DEFINITIONS:

The Term "City" whenever used in the contract documents shall be construed to mean the City of Key Colony Beach, Florida.

I. Introduction

The City of Key Colony Beach, Florida, hereinafter referred to as the "City," will accept sealed bids from any responsive and responsible bidder as specified herein. The following is a tentative calendar:

CALENDAR OF EVENTS ITB 2026-03		
DATE:	**TIME (ET):**	**Action:**
September 25, 2026	10:00 am	Release Solicitation
October 9, 2026	2:00 pm	Mandatory Pre-Bid Meeting & Site Visit (600 8th Street, Key Colony Beach, Florida 33051)
October 16, 2026	4:00 pm	Last day for submission of written questions to the City
October 23, 2026	4:00 pm	Last day for the City to post answers to questions
November 2, 2026	2:00 pm	Bid Due & Opening *
November 9, 2026	10:00 AM	Evaluation Committee Meeting ** Recommendation to the Utility Board
November 17, 2026	10:00 AM	Utility Board Meeting ** Recommendation to Award
November 19, 2026	10:00 am	City Commission Meeting – Final Award **

***The bid opening is open to the public and will be held at City Hall (Trailer) at 600 W. Ocean Drive, Key Colony Beach, Florida 33051.**

****All meetings are open to the public and will be held at the temporary meeting place for the City of Key Colony Beach, at the Key Colony Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida, 33051**

II. Conditions

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The Contractor shall complete a debarment certification, drug free workplace certification, sworn statement on public entity crimes, non-collusion affidavit of bidder, affidavit regarding the use of coercion for labor and services, business/personal relationship disclosure affidavit, executed contractor agreement, E-Verify affidavit, and provide four (4) references with knowledge of similar projects bidder completed (all incorporated herein) and agrees to full y comply with Florida Public Records Laws as part of any agreement under the Invitation to Bid.

A **mandatory pre-bid meeting and site visit** with representatives of the City shall be held on October 9, **2026**, at **2:00 p.m. (ET)** at **600 8th Street, Key Colony Beach, Florida**.

The City retains the right to limit the number of Contractor representatives within the WWTP at any given time.

III. Cone of Silence

This Invitation to Bid is subject to a "Cone of Silence" and exemption as an ongoing competitive solicitation in accordance with Section 119.071(1), Florida Statutes. The cone of silence shall terminate at the time the City Commission awards or approves a contract, votes to reject all bids, or otherwise takes action which ends the solicitation or procurement process.

If the City Commission refers the item back to City staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. When the cone of silence is terminated, public notice of the termination will be posted.

IV. Insurance Requirements:

The Contractor will be required to meet the City insurance requirements. Unless otherwise specified the Contractor shall, before commencing, add the City as an additionally named insured in the following minimum amounts with specific coverage. The successful bidder will submit evidence of insurance with their proposal.

1. **General Liability Insurance** - Amount: $1,000,000.00 / $2,000,000.00
2. **Commercial Auto Coverage** - Amount: $1,000,000.00
3. **Workers Compensation Insurance** - Amount: Statutory Limits

V. Scope of Work:

The Contractor shall clean, prepare, and coat four (4) tanks identified in **Exhibit B** (two (2) steel and two (2) concrete) with all associated exposed piping at the City's Wastewater Treatment Plant located at 600 8th Street, Key Colony Beach, Florida, all in accordance with the ITB requirements incorporated herein. The work shall be substantially completed within 60 days of Notice to Proceed and 30 days after substantial completion approval.

VI. Site Restoration:

The Contractor will be responsible for the repairs or other damages to the project site and work areas caused by the Contractor during the execution of this Contract.

The Contractor shall ensure that all disturbed grass areas will be re-seeded with the same grass seed and blanket. Site cleanup shall take place at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as designated by the City's Representative. Upon completion of the entire project, the sites outside the scope of the project should be returned to the same condition that existed prior to work being done.

VII. Warranties:

A manufacturer's warranty shall be provided for a term of not less than ten (10) years. The Contractor shall submit all manufacturer warranty documentation and proof of registration to the City prior to final payment. The Contractor shall ensure a manufacturer's representative is incorporated into the project's completion to ensure:

1. The structures to be coated are prepared in accordance with the manufacturer's requirements.
2. The coating system includes the materials, coating sequence, and coating thicknesses.
3. The coating system application is completed in strict accordance of the manufacturer requirements.
4. The coating system is inspected and approved by the manufacturer's representative prior to Substantial Completion approval.
5. Any deficiencies identified by the manufacturer's representative are corrected by the Contractor and approved by the manufacturer's representative.

The Contractor shall coordinate all work with the coating's manufacturer representative.

VIII. Quotes:

All required work must be included in the quoted amount.

IX. Billing/Invoicing:

Invoices for fees or compensation shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. No payment to Contractor shall be due until the City verifies that all services for which payment has been requested have been fully and satisfactorily performed by Contractor. The City will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt, and will otherwise comply with the Florida Prompt Payment Act as applicable.

X. Rejection of Bids:

A. The City reserves the right to cancel requests for bids without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.

B. The City reserves the right:

i. to reject any or all bids,

ii. to accept the bid in its entirety or in parts or phases,
iii. to waive any informality or irregularity in any bid,
iv. to negotiate changes and/or modifications with the lowest responsible vendor, and
v. to make award to the response deemed to be the most advantageous to the City.

C. Vendors shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.

D. Any bid not conforming with the specifications or requirements set forth by the City in the request may be rejected.

E. Bids may also be rejected if they are made by a vendor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

XI. Successful Bid:

A. Submissions shall be tabulated, and a recommendation shall be prepared by the City staff. If an award is to be made to other than the lowest vendor, or if the purchase was not included in the fiscal year budget, justification must be made in writing.

B. City staff shall send a recommendation and tabulation of all bids received for purchases meeting the requirements to the City Commission for consideration of awarding.

C. All awards made in accordance with the provisions of this Invitation to Bid are final determinations.

XII. Change Orders:

A. After a contract is awarded pursuant to the procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

i. Is not of such a size or nature as to undermine the integrity of the original process; and
ii. Is germane to the original contract;
iii. The change order is approved by the City Commission. However, the Mayor or City Administrator, may approve change orders for amounts that are not greater than fifteen thousand dollars ($15,000.00) as authorized by the City Commission; and
iv. Change orders for contracts for public improvements shall be as provided by state law.

XIII. Additional Requirements:

A. The vendor must comply with all applicable laws prerequisite to doing business in the state.

B. The vendor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).

C. The vendor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the City within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

D. The vendor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the City or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

XIV. Additional Items

CONTRACT REQUIREMENTS

The successful vendor will be required to enter a contract with the City consistent with the terms of this Invitation to Bid which should contain the following additional terms:

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the City, its trustees, officers, employees, agents, attorneys and lenders (collectively the " indemnitees ") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the indemnitees , or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights. The provisions of the indemnity provided for herein shall not be construed to indemnify any indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the City is otherwise entitled to assert. If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150%of the amount of such claim in a form and substance satisfactory to the City. In any and all claims against any indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

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Scope of Work
Wastewater Treatment Plant Tanks Coating
600 8th Street,
City of Key Colony Beach, FL 33051

Location:

The Wastewater Treatment Plant of the City of Key Colony Beach, located at 600 8th Street, Key Colony Beach, FL 33051.

Description of Tanks:

Two (2) steel and two (2) concrete tanks with all associated exposed piping at the City of Key Colony Beach's Wastewater Treatment Plant, located at 600 8th Street, Key Colony Beach, FL 33051.

Project Specifications.

See attached *Exhibit A*.

Scope of Work:

1. The Contractor shall clean, prepare and coat the four (4) tanks (two (2) steel and two (2) concrete) with all associated exposed piping at the City's Wastewater Treatment Plant located at 600 8th Street, Key Colony Beach, Florida.
2. The Project Scope is attached as *Exhibit A.*
3. A Wastewater Treatment Plant diagram is attached as *Exhibit B.*

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CONTRACTOR AGREEMENT

TO: City of Key Colony Beach, Florida
600 W. Ocean Dr.
Key Colony Beach, FL 33051

The undersigned, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the City, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Contractor certifies this bid to be for the project described in the bid document and to be in accordance with plans specifications and Contract documents.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the City within seven (7) days of the cause.

Signed: _____

Print Name: _____

Print Title: _____

Company Name: _____

Date: _____

City of Key Colony Beach
ITB 2026-03

Wastewater Treatment Plant Tanks and Piping Coating

Bid Form

The bidder shall furnish all labor, materials, plant, equipment and incidentals to perform the required work associated with this Project.

The bidder may furnish all labor, materials, plant, equipment and incidentals to perform the optional work associated with this Project identified in Specification 1.2. Responses to optional work items will **not** be utilized in the award of a bid.

Required Base Bid: $_____ Lump Sum
_____ (written in words)

The City reserves the right to accept or reject all bids.

The bid must be submitted on this form with all required prices filled in. The total price shall be shown both numerically and in words. In case of discrepancy, the amount written in words shall govern.

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

REFERENCES

Provide at least four (4) references for which the reference is in a position to recommend the bidder's qualifications for the same or similar work. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of Contact person for contract
- Telephone number(s)
- Brief summary comparing the referenced services to these proposed services

CLIENT NAME & ADDRESS	TELEPHONE NUMBER	NAME OF CONTACT	SUMMARY

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name:_____

Vendor FEIN:_____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____ State: _____ ZIP:_____

Phone Number:_____

Email Address: _____

Section 787.06(14), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ AUTHORIZED SIGNATURE

Print Name and Title:_____

Date:_____

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ ***{insert entity name}*** , being of lawful age and being duly sworn I, _____ ***{insert affiant name}*** , as _____ ***{insert position or title}*** *(ex: CEO, officer, president, duly authorized representative, etc.)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this_____ day of _____, 20_____.

_____
Signature of Affiant

STATE OF_

_____)

COUNTY OF_

_____)

Subscribed and sworn to before me this _____day of _____, 20____, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

_____
Notary Public

My commission expires:

_____

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this_____ day of_____ , 20____ .

By _____
Authorized Signature/Contractor

_____
Typed Name/Title

_____
Contractor's Firm Name

_____
Street Address

_____
City/State/Zip Code

_____
Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____

(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 CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) 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, or 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.

Date:_____ _____

Applicant's Signature

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E- Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E- Verify Website located at www.e- verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

_____ _____

Date (Signature of Authorized Representative)

STATE OF_____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____ who, ☐ being personally known or ☐ having produced_____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20_____.

_____ _____

Signature, NOTARY PUBLIC My commission expires:

STAMP/SEAL

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor):_____
and (Nature of services presently being offered to The City of Key Colony Beach, Florida):__
_____
_____

2) I have ____ have not ____, at any time, excluding the instant proposal, had a business or personal relationship with any member of The City of Key Colony Beach Board of Commissioners, and/or with any employee of The City of Key Colony Beach, Florida.

- The details of my or my company's present and/or former relationship, excluding the instant proposal, are: *{include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}*

_____
_____
_____.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

_____ Dated:_____
(Signature of Authorized Representative)

Print: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,_____
who, ☐being personally known or ☐
having produced_____ ____as
identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20___.

_____ _____
NOTARY PUBLIC My commission expires

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/parish of _____, according to law on my oath, and under penalty of perjury, depose and say that:

1) I am _____, the bidder making the Proposal for the project described as follows:

_____
_____
_____

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

_____
(Signature of Bidder)

DATED: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____ who, ☐ being personally known or ☐ having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20___.

_____
NOTARY PUBLIC

My commission expires: _____

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 the public entity)

by_____ for_____
(print individual's name and title) (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 this 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 of a conviction of public entity crime, with or without an adjudication of guild, in any federal of state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   (a). A predecessor or successor of a person convicted of a public entity crime; or
   (b). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, 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 under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity 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) ©, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. (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 any 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 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attached a copy of the final order)

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

_____
(Signature)

_____
(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,_____
_____who, ☐being personally known or ☐ having produced
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20___.

_____
NOTARY PUBLIC

My commission expires: _____

Bid Opening Form

Bid Title: ITB 2026-03 Wastewater Treatment Plant & Piping Coating
Bid Due Date & Opening: Monday, November 2nd, 2026 – 2:05 PM
Opened by: City Administrator John Bartus

Witnessed by:

NAME	TITLE	SIGNATURE
Alejandro Wettel	Project Manager ECS	
Silvia Rossi	City Clerk	

Received bids:

BID 1	COMPANY	Time Opened
	Razorback LLC	2:05 PM
Item	**Description**	**Costs**
1.	Lump Sum	$ 234,550.00

BID 2	COMPANY	Time Opened
	Quick Painting Group	2:07PM
Item	**Description**	**Costs**
1.	Lump Sum	$ 168,026.00

BID 3	COMPANY	Time Opened
	Mammoth Industrial LLC	2:08PM
Item	**Description**	**Costs**
1.	Lump Sum	$ 77,700.00

BID 4	COMPANY	Time Opened
	Blast off Rebate Blasting	2:10PM
Item	**Description**	**Costs**
1.	Lump Sum	$ 275,750.00

BID 5	COMPANY	Time Opened
	Clean Infusion	2:12PM
Item	**Description**	**Costs**
1.	Lump Sum	$ 78,188.00

BID 6	COMPANY	Time Opened
	Engineered Coatings Solutions	2:13PM
Item	**Description**	**Costs**
1.	Lump Sum	$ 225,256.35

BID 7	COMPANY	Time Opened
	Viking Industrial Painting	2:14PM
Item	**Description**	**Costs**
1.	Lump Sum	$ 398,450.00

BID 8	COMPANY	Time Opened
Item	**Description**	**Costs**
1.	Lump Sum	$

BID 9	COMPANY	Time Opened
Item	**Description**	**Costs**
1.	Lump Sum	$

BID 10	COMPANY	Time Opened
Item	**Description**	**Costs**
1.	Lump Sum	$

BID 11	COMPANY	Time Opened
Item	**Description**	**Costs**
1.	Lump Sum	$