

Invitation to Bid (ITB) # 12-022

Six Inch Trash Pump Dewatering System



CITY OF KEY WEST

May 17 , 2012

To: All Prospective Proposers

City of Key West RFP # 12-022 – Six Inch Trash Pump Dewatering System
contains the following documents:

- a. Cover letter one (1) page in length
- b. Proposal nine (9) pages in length
- c. City of Key West Indemnification Form one (1) page in length
- d. Anti-Kickback Affidavit one (1) page in length
- e. Local Vendor Certification one (1) page in length
- f. Entity Crimes Statement three (3) pages in length
- g. Call for Proposals one (1) page in length

Please review your proposal package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

Proposers submitting proposals should ensure that the following documents are completed, certified, and returned as instructed: Unit Price Bid Schedule, Anti-Kickback Affidavit, Public Entity Crimes Certification, City of Key West Indemnification Form, and Local Vendor Certification, if applicable.

SUBJECT: RFP# 12-022 Six Inch Trash Pump Dewatering System

ISSUE DATE: May 27, 2012

PRE-PROPOSAL
CONFERENCE: None

MAIL PROPOSALS TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE.
KEY WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS ABOVE

PROPOSALS MUST BE
RECEIVED:

NOT LATER THAN: 3:00 PM on June 27, 2012

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

ITB # 12-022
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SECTION 1 INTRODUCTION AND PROCEDURES

1.1 Purpose

The CITY OF KEY WEST is seeking bids for a Six Inch Trash Pump Dewatering System.

1.2 Service Requirements

The CITY OF KEY WEST has defined a set of mandatory requirements that are included in this Invitation to Bid (ITB).

1.3 Bid Format

The CITY OF KEY WEST requires a uniform proposal format to ensure that all proposals are fairly evaluated. The proposal sections are listed below. Please reference all numbered sections in the ITB. You may provide additional information relevant to a section that is not specified in the ITB at the end of your response to such section.

Please submit your proposal in the following order:

- Cover Letter Submit a cover letter on your letterhead signed by an authorized representative of your organization, certifying accuracy of all information in your proposal and acknowledging your agreement to be bound by and in compliance with our terms and conditions.
- Executive Summary Submit an executive summary of your bid, covering the main features and benefits that distinguish it.
- Domestic Partner Benefits Certification - Submit a written letter detailing bidder's compliance with the City's Domestic Partner Benefits Ordinance described in this bid package.
- Indemnification Form – Please sign the City's indemnification form included in this bid package.
- Sample Contract Submit a sample copy of your standard contract or agreement for services.
- Pricing Schedule Include a price schedule for all equipment. The Pricing schedule to be included in a bidder's response shall be found on the Unit Bid Price Schedule in this bid document. Unless otherwise indicated, it is assumed that the cost of all development necessary to meet the stated requirements as included in the pricing. If specific services are not to be included in this pricing, such items and the associated costs must be indicated and clearly identified.
- Delivery Submit one original and one (1) hard copy, to:

Hand Delivery, Overnight Services

City Clerk's Office
City of Key West
3126 Flagler Avenue
Key West, Florida 33040
(305) 809-3836

U.S. Postal Service

City Clerk's Office
City of Key West
PO Box 1409
Key West, Florida 33041

Please Reference “**ITB # 12-022 – Six Inch Trash Pump Dewatering System**” on your sealed envelope

- Clarifications

The CITY OF KEY WEST reserves the right to obtain clarification of any point in a Vendor’s bid or to obtain additional information necessary to evaluate a bid properly. Failure of a Vendor to respond to such a request for additional information or clarification may result in rejection of the Vendor’s bid. The CITY OF KEY WEST’s retention of this right shall in no way reduce the responsibility of Vendors to submit compete, accurate, and clear bid.

- Right of Selection/Rejection of Bid

The award will be made under one Contract by the CITY OF KEY WEST on the basis of the Bid from the lowest, responsive, responsible Bidder.

Within 60 calendar days after the opening of Bids, the CITY OF KEY WEST will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the bid, or delivered to the Bidder’s representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, the CITY OF KEY WEST may award the Contract to the next lowest responsive, responsible bidder. Such award, if made, will be made within 75 days after the opening of the Bids.

The CITY OF KEY WEST reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

- Questions: Questions regarding the bid must be submitted in writing to Jay Gewin, Utilities Manager via e-mail at jgewin@keywestcity.com, fax at 305-809-3739, or mail at PO Box 1409, Key West, FL 33041. Questions must be received before June 18, 2012 at 4:00 PM local time and will be responded to via a bid addendum which will be made available to all prospective bidders.
- Due Date Proposals are due no later than **June 27, 2012 at 3:00 PM** local time at the City Clerk’s Office, at the address listed above. Proposals received after the specified time and date cannot be considered.

SECTION 2 VENDOR INFORMATION / REQUIREMENTS

2.1 Background Information

Please provide the following information:

- a. Parent company and contact information
- b. Pump and Product Information

- c. Customer references. Specify types of services provided, contact name, and phone number.
- d. Hours of availability for customer support.

2.2 Training and Support

The selected vendor will provide onsite training . Such training costs should be built into the proposal price and will be performed with no additional fees to the City.

2.3 Demonstration

Prior to the awarding of a contract the vendor may be asked to provide a demonstration of the equipment they have proposed under this ITB.

2.4 Evaluation Process for Vendor Responsibility

Selection of Qualified Proposals

The Bidder's quote will constitute the basis for evaluating the Bidder's offer. The successful low bidder must also adhere to the requested proposal format to be considered responsible:

ITB Award Recommendation

The award will be made under one Contract by the CITY OF KEY WEST on the basis of the Bid from the lowest, responsive, responsible Bidder.

Within 90 calendar days after the opening of Bids, the CITY OF KEY WEST will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the CITY OF KEY WEST may award the Contract to the next lowest responsive, responsible bidder. Such award, if made, will be made within 90 days after the opening of the Bids.

The CITY OF KEY WEST reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

SECTION 3 TERMS, CONDITIONS AND PRICING

3.1 Indemnity, Liability and Insurance Requirements

The following **Indemnification Agreement** shall be made a provision of the contract: Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards and Commissions,

officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards and Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The Indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The contractor's obligation under this provision shall not be limited in any way by the greed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Contractor shall obtain an new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

3.2 Proposed Cost. The proposal must include the proposed cost, including any and all out-of pocket costs, broken down by activity. Indicate in detail the level and type of support to be provided, including any hours of operation for support.

. Cost proposals should include:

1. 11200D Drive unit equipped with the following:
 - John Deere Engine Model #CK4045, four (4) cylinder, 75 Horsepower
 - Portable Trailer Mounted Unit (Off Road Use)
 - D.O.T. Package – Fenders and Lights (usually required for highway use).
 - Electric Brake Package (w/charger and breakaway switch. Brake system usually required for highway use).
 - Lockable Battery Box.
 - Lifting Frame
 - Military Hitch
 - One six (6) inch x twenty (20) foot rigid discharge hose
 - One six (6) inch x twenty (20) foot flexible discharge hose
 - On Site Training.
 - Two (2) year Warranty on Pumps and Parts
2. HTC006 Hydraulic Trash Pump equipped with the following:
 - ¾" x 50' Hydraulic Hose
 - 1"x 50' Hydraulic Hose
 - 1 ¼ x 50' Hydraulic Hose
3. Sound Attenuation Enclosure
4. Shipping to Key West

3.3 Taxes

The CITY OF KEY WEST is exempt from Florida state sales tax on materials purchased in the State of Florida under this contract. Prices quoted on the proposal shall include all nonexempt sales taxes, unless provision is made in the proposal form to separately itemize the tax.

3.4 Local Preference

In the purchase of or the contract for goods or services, the city may give a preference to a responsive and responsible local business enterprise. A business is considered local if it has maintained an office within 30 miles of the boundaries of the City of Key West for the past five years, during which period of time it has regularly and continuously conducted business from such location.

Under a competitive bid solicitation, when a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the price submitted by the nonlocal business, then the local business with the apparent lowest bid offer

(i.e., lowest local bidder) may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive nonlocal bidder within three working days of a notice of intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest nonlocal bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest nonlocal bid price(s), then the award shall be made to the nonlocal business.

Please refer to section 2-798 of the City of Key West Code of Ordinances for more information on the City's local business enterprise preference ordinance.

3.5 Domestic Partner Benefits

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

3.6 Miscellaneous Provisions

This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue shall be in the Circuit Court in and for Monroe County, Florida. In the event of any breach or default under the terms of this Contract or if any legal proceeding is instituted in connection with this Contract, the prevailing party shall be entitled to recover from the other all reasonable attorney's fees and costs incurred whether for negotiation, settlement, trial or appellate services.

This Contract shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Contract without the prior written consent of the other party. Consent shall not be unreasonably withheld. Vendor shall not enter into and contractual agreement with a third party for performance of any conditions under this Contract without the express written approval of the CITY OF KEY WEST. Contract for performance of the Contract may not be assigned, conveyed or otherwise disposed of without permission of the CITY OF KEY WEST.

All notices shall be in writing and transmitted to the party's address stated within. All notices shall be deemed effectively given when delivered, if delivered personally or by courier overnight mail service; three days after such notice has been deposited in the United States mail postage prepaid; if mailed certified or registered US Mail,

return receipt requested; or when received by the party of which notice is intended if given in any other manner.

This Contract may be modified only by written agreement signed by both parties. Wherever used, the terms "Vendor" and the "CITY OF KEY WEST" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors.

If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

It is understood that the relationship of Vendor to the CITY OF KEY WEST is that of independent contractor. The services provided under this Contract are of a professional nature and shall be performed in accordance with good and accepted industry practices.

ROYALTIES AND PATENTS

The Successful Vendor shall pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the CITY OF KEY WEST harmless from any and all loss, including reasonable attorney's fees, on account thereof.

PRICING AND DELIVERY TIME

The Successful Vendor shall agree to hold pricing for 90 days from the date of the bid opening. The Successful Vendor also agrees that the equipment described in the Unit Price Bid Schedule shall be delivered within 120 days after receipt of Purchase Order from the CITY OF KEY WEST..

SECTION 4 UNIT PRICE BID SCHEDULE

Unit Price Bid Schedule, attached hereto and made a part hereof, shall be filled out by prospective bidder and submitted with their proposal.

UNIT PRICE BID SCHEDULE

1. 11200D Drive unit equipped with the following:
 - John Deere Engine Model #CK4045, four cylinder, 75 Horsepower
 - Portable Trailer Mounted Unit (Off Road Use)
 - D.O.T. Package – Fenders and Lights (Usually required for highway use).
 - Electric Brake Package (w/charger & breakaway switch. Brake system usually required for highway use).
 - Lockable Battery Box
 - Lifting Frame
 - Military Hitch
 - One six inch x 20 foot rigid discharge hose
 - One six inch x 50 foot flexible discharge hose
 - On Site Training
 - 2 Year Warranty on Pump and Parts

2. HTC006 Hydraulic trash pump equipped with the following:
 - ¾" x 50' Hydraulic Hose
 - 1" x 50' Hydraulic Hose
 - 1 ¼ " x 50' Hydraulic Hose \$ _____

3. Sound Attenuation Enclosure \$ _____

4. Shipping to Key West \$ _____

TOTAL \$ _____

Other Options (please list each item

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: _____ SEAL:

Address

Signature

Print Name

Title

DATE: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this _____ day of _____, 2012

NOTARY PUBLIC, State of Florida

My commission expires: _____

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____

(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Title or Rank

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 _____
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 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 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 "conviction" as defined in Paragraph 287.133(1)(g), 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 of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime;
or
 2. 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 of 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 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 any natural person or entity organized under the laws of any state 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. 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 (indicate which statement applies).

____Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 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 01, 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 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

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

PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE 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, (name of individual) affixed his/her signature in the space provided above of this _____ day of _____, 2012

NOTARY PUBLIC

My commission expires: _____

CALL FOR PROPOSALS

NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the CITY OF KEY WEST by the office of the City Clerk, 3126 Flagler Ave, Key West, Florida 33040, until 3:00 PM for RFP# 12-022 “Six Inch Trash Pump Dewatering System”

Proposals will be opened in the office of the City Clerk then and there. Late Proposals will not be considered. SPECIFICATIONS AND DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier - or by calling 1.800.711.1712 or City of Key West website at www.keywestcity.com. One (1) original and one (1) copy of the proposal to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: RFP #12-022 – Six Inch Trash Pump Dewatering System, addressed and delivered to:

CITY CLERK
CITY OF KEY WEST 3126 FLAGLER AVENUE
KEY WEST, FLORIDA 33040

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question.

The City may reject bids: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to proposal requirements, (4) if the Proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

• _____
SUE SNIDER, PURCHASING AGENT

Published: 2012