

MEMORANDUM

TO: JIM SCHOLL, CITY MANAGER  
FR: S. SNIDER, PURCHASING AGENT  
DA: April 12, 2010  
RE: Invitation to Bid (ITB) 10-009 Moving Services

Please find attached Bid No. 10-009 for Moving Services. The bid will be broadcast via DemandStar.com. Legal publication will be in the Key West Citizen at least ten (10) days prior to bid opening.

Deputy Director, Community Services provided the specifications.

Please initial below indicating your approval, disapproval or comments.

|            |     |          |     |             |     |              |
|------------|-----|----------|-----|-------------|-----|--------------|
| WITTENBERG | ___ | APPROVED | ___ | DISAPPROVED | ___ | SEE COMMENTS |
| DEPT       | ___ | APPROVED | ___ | DISAPPROVED | ___ | SEE COMMENTS |
| WALKER     | ___ | APPROVED | ___ | DISAPPROVED | ___ | SEE COMMENTS |
| BARROSO    | ___ | APPROVED | ___ | DISAPPROVED | ___ | SEE COMMENTS |
| FERNANDEZ  | ___ | APPROVED | ___ | DISAPPROVED | ___ | SEE COMMENTS |
| FINIGAN    | ___ | APPROVED | ___ | DISAPPROVED | ___ | SEE COMMENTS |
| SMITH      | ___ | APPROVED | ___ | DISAPPROVED | ___ | SEE COMMENTS |
| SCHOLL     | ___ | APPROVED | ___ | DISAPPROVED | ___ | SEE COMMENTS |

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April 12, 2010

To: All Prospective Bidders

City of Key West Bid No. 10-009 for Moving Services contains the following documents:

- a. Cover letter one (1) page in length
- b. General Conditions of Invitation to Bid four (4) pages in length
- c. Statement of No Bid one (1) page in length
- d. Specifications three (3) pages in length
- e. Bid Response Form one (1) page in length
- f. Required permit/license one (1) page in length
- g. Anti-Kickback Affidavit one (1) page in length
- h. Public Entity Crimes Certification three (3) pages in length
- i. Call for Bids one (1) page in length
- j. Local Vendor Certification one (1) page in length

Please review your bid 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).

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms/corporations submitting to bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Response Forms, Anti-Kickback Affidavit, Public Entity Crimes Certification, copy of current Occupational License.

SUBJECT: BID NO. 10-009 for Moving Services

ISSUE DATE: April 28, 2010

PRE BID  
MEETING : April 22, 2010

MAIL BIDS TO: CITY CLERK  
CITYOF KEY WEST  
525 ANGELA STREET  
KEY WEST, FL 33040

DELIVER  
BIDS TO: SAME AS ABOVE

BIDS MUST BE  
RECEIVED: April 28, 2010

NOT LATER  
THAN: April 28, 2010

SUE SNIDER  
PURCHASING AGENT  
CITY OF KEY WEST

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Enclosures

GENERAL CONDITIONS  
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- (a) The enclosed Bid Response Form is to be used, other forms may be rejected.
- (b) All information required by the BID form shall be furnished. The bidder shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- (c) Proposed delivery time must be shown and shall include Sundays and holidays.
- (d) Bidder shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- (e) All bids shall be submitted in original plus six (6) copies.
- (f) Bidders are advised that all City contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's name trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the bidder, the date and hour of the bid opening and the bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the form furnished. Telecopier bids will not be considered.
- (c) Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.

4. REJECTION OF BIDS:

- (a) The City may reject bids:
  - 1. For budgetary reasons, or
  - 2. The bidder misstates or conceals a material fact in its bid, or
  - 3. The bid does not strictly conform to the law or is non-responsive to bid requirements, or

4. The bid is conditional, or
5. A change of circumstances occurs making the purpose of the bid unnecessary to the City.

(b) The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS:

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified in the Instruction to Bidders.
- (b) Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing.

6. LATE BIDS OR MODIFICATION:

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- (a) Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:
  1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
  2. Minority Business Enterprises (MBE), as applicable to this contract.
  3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

- (a) The bidder by affixing his signature to this Invitation to Bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. VARIANCE IN CONDITIONS:

- (a) Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

10. APPROPRIATIONS CLAUSE:

- (a) If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he may submit to the Finance Director on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation to Bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specification and requirements as set forth in the bid must be filed in writing with the Finance Director on or before five (5) days prior to the scheduled opening.

12. DISCOUNTS:

- (a) Bidders may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for bid evaluation proposed. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

- (a) The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the City, prices and other factors considered.
- (b) The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations as provided in 4 (a) (3).

- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the city limits of Key West. Monroe County will be the determining factor. When neither of these conditions exists, bids for identical amounts will be determined by the drawing of lots in public by the Finance Director.
- (d) Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) Successful Bidder will enter into a contract in accordance with the bid document in a form sufficient to the City Attorney.

14. LOCAL PREFERENCE:

- (a) City of Key West policy of local preference is applied to bids submitted by qualified local businesses. Local preference is 5% of quoted bidder or \$1,000.00, whichever is less.

15. DAMAGE:

- (a) Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- (a) Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per diem and travel expenses of public officers, employees, and authorized persons) will be followed.

**IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR PROPOSAL.**

STATEMENT OF NO BID # 10-009

NOTE:IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY

CITY OF KEY WEST  
FINANCE DEPARTMENT  
P.O. BOX 1409  
KEY WEST, FLORIDA 33040  
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- Insufficient time to respond to Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (please explain below)
- Remove us from your "Bidder Mailing List"
- Other (Please specify below)

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We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

COMPANY  
ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_



# BID SPECIFICATIONS

I. GENERAL: It is the intent of these specifications to describe the goods and services in sufficient detail to secure comparable bids for the performance of this service. This service shall not be subcontracted without written approval. All prospective bidders must have proper licenses, insurance, bonds, and workman's compensation coverage.

## II. SCOPE OF WORK

### A. LABOR TO BE FURNISHED BY THE SUCCESSFUL BIDDER

1. Adequate personnel including a working foreman to relocate the City of Key West's offices including identified furniture, fixtures, equipment and files from the existing City Hall at 525 Angela Street, Madeline Bean Annex at 604 Simonton Street, and the City of Key West Finance Department at 626 Josephine Road to the new City Hall at Habana Plaza within the specified period of time (May 1, 2010 through September 30, 2010).
2. Adequate supplies and equipment to support the move including but not limited to boxes or totes, moving equipment and vehicles, etc.
3. Removal of all or a portion of unpacked boxes, paper, and packing material.

### B. WORK SCHEDULE

1. Hours: All work to be accomplished between the hours of 8:00 A.M. and 5:00 P.M. The dates include May 1, 2010 through September 30, 2010.
2. The dates of the moves will coincide with Construction/Renovation schedule of new office spaces. The move will be divided into at least three distinct pack out, move, and unpack date blocks. This action is necessary to accommodate the build out schedule of the office space at Habana Plaza. Please indicate how much notification is necessary to pack out, move, and unpacking of any particular building/ department.

C. MANDATORY PRE-BID MEETING: Identification of Furniture, Equipment, Fixtures and Files to be moved: items will be identified in the mandatory pre-bid meeting and walk-through on April 22, 2010 at 0900 in the ADA Conference Room located at City Hall, 525 Angela Street, Key West, Florida. Identification of any special scheduling, handling, certification or packing requirements of any item(s) will be identified at the walk through. A descriptive list will be available at the meeting to memorialize the scope of the move.

### D. INSURANCE:

1. BUSINESS AUTOMOBILE LIABILITY INSURANCE with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles
- Location of operation shall be "All Locations."

2. EXCESS/UMBRELLA LIABILITY shall have a minimum limit of Two Million (\$2,000,000.00) per occurrence with an annual aggregate of Two Million (\$2,000,000.00.) This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

3. Scope of Insurance and Special Hazards

The insurance required under Paragraphs 1, 2, 3, and 4 hereof is a minimum to provide adequate protection for the Contractor, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of Contractor's insurance by the City of Key West shall not relieve or decrease the liability of the Contractor hereunder.

4. Waiver of Subrogation

The insurance required under Paragraphs 1, 2, 3, and 4 hereof shall contain a "waiver of subrogation" provision whereas the Contractor insurer waives any claim against the City of Key West.

5. Certificates of Insurance

Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk evidencing the minimum limits of insurance cited above. All policies shall provide they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, the Contractor shall immediately notify the City of any cancellation of such insurance.

6. Indemnification Agreement

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 Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, 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 Contractor 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 Departments, Agencies, Boards and Commissions, its 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.

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 a 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.

# BID RESPONSE

The Bidder further Proposer to accept as full payment for the work Proposer herein the amounts computed under the Provisions of the Contract Documents and based on the following unit Price amounts, it being expressly understood that the unit Prices are independent of the exact quantities involved. The Bidder agrees that the unit Prices represent a measure of the labor and materials required to perform the work, including all allowances for overhead and Profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern. Unit price line items may be deleted, reduced or increased as needed by the City. The City reserves the right to modify phase scheduling as required.

| <u>Item</u> | <u>Qty</u> | <u>Unit</u>                                  | <u>Unit Price (Figure)</u> | <u>PU (Words)</u> | <u>Extended Total Amount</u> |
|-------------|------------|--|----------------------------|-------------------|------------------------------|
| 1           | 1          | <b>Phase 1 Move</b><br>(604 Simonton Street) |                            |                   |                              |
| 2           | 1          | <b>Phase 2 Move</b><br>(525 Angela St)       |                            |                   |                              |
| 3           | 1          | <b>Phase 3 Move</b><br>(626 Josephine Road)  |                            |                   |                              |

**Total price in words** \_\_\_\_\_

PRICE FOB KEY WEST, FLORIDA

PAYMENT TERMS: 45 days after delivery

DELIVERY \_\_\_\_\_ DAYS ARO

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this proposal on behalf of the business identified below:

BUSINESS NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

LICENSE REQUIRED  
& COSTS

Moving Service Business tax receipt required. Fee not to exceed \$98.70.

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 \_\_\_\_\_, 2010

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

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 \_\_\_\_\_  
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 or 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 agent 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 Statute 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 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 on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

CALL FOR BIDS

NOTICE is hereby given to prospective bidders that sealed bids will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 525 Angela Street, Key West, Florida 33040 until 3 P.M., April 26, 2010 for Bid, ITB 10-009 for Moving Services. Bids will be opened in the Office of the City Clerk then and there and publicly read aloud. Any bid received after the time announced will not be considered.

SPECIFICATIONS AND BID DOCUMENTS may be obtained from DemandStar by Onvia at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) or call toll-free at 1-800-711-1712. One (1) original and six (6) copies of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each Clearly marked on the outside: BID # 10-009 for Moving Services, addressed and

delivered to:                   CITY CLERK, CITY OF KEY WEST, FLORIDA  
  CITY HALL, 525 ANGELA STREET  
  KEY WEST, FLORIDA 33040

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bidder does not strictly conform to the law or is non-responsive to bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid 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:\_\_\_\_\_

**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.
  - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - o 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