October 12, 2014

To: All Prospective Bidders

City of Key West Bid No. 15 – 001 – EMS Stair Chairs and Stretchers contains the following documents:

a. Cover letter one (1) page in length
b. General Conditions of Invitation to Bid five (5) pages in length
c. Statement of No Bid one (1) page in length
d. Specifications one (1) 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. Local Preference Certification one (1) page in length
j. Domestic Partners Compliance one (1) page in length
k. Cone of Silence one (1) page in length
l. Call for Bids 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, Required Permit/License, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Preference, Domestic Partners Compliance, and copy of current Occupational License.

SUBJECT:	BID NO. 15-001 EMS Stair Chairs and Stretchers
ISSUE DATE:	October 12, 2014
PRE BID CONFERENCE:	None
MAIL BIDS TO:	CITY CLERK CITYOF KEY WEST 3126 FLAGLER KEY WEST, FL 33040
DELIVER BIDS TO:	SAME AS ABOVE
BIDS MUST BE RECEIVED:	October 29, 2014
NOT LATER THAN:	3:00 PM

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

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 proposals 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 proposal 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 purposed 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 form 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) Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses in within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest non-local 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 non-local bid price(s), then the award shall be made to the non-local business.

15. DOMESTIC PARTNER BENEFITS

(a) 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 plant 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.

16. Cone of Silence – Successful bidder, duly sworn, depose and say that all owners(s) partners, officers, directors, employees and agents representing their firm have read

understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

17. DAMAGE:

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

18. 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.

19. INSURANCE – NA

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

STATEMENT OF NO BID #15-001

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)

_____
_____
_____

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

Specifications

As requested by the Key West Fire Dept. (hereinafter, the "KWFD"), the City of Key West (hereinafter, "CITY") has issued this Request for Bid with the intent of obtaining pricing from interested and qualified firms in accordance specifications attached.

The Vendor, at a minimum, must deliver the following items according to the Specifications of Work stated herein, delivered to Key West Fire Department, 1600 N. Roosevelt Blvd, Key West FL. 33040.

Four (4) EMS Stretchers (Ambulance Cot) Standard Features Include:
700-lb weight capacity
36 inch load height
Dual Wheel Lock
Seven height positions
Positive action height adjustment
Settable load height
Power washable
Easy to use, one-hand operation of Backrest, fold-down Side-rail, Telescoping Head Section
Lift Capable Safety Bar
Short Style Floor Safety Hook
G-Rated Bolster Mattress and Restraints
1-year parts/labor/travel warranty (INCLUDING MATTRESS AND RESTRAINTS)
LIFETIME WARRANTY ON ALL WELDS
Selected Options and Accessories:
Four (4) Patient Right Cot Retaining Post
Four (4) Retractable Head End O2 Holder
Four (4) 2-Stage IV Pole (patient right)
Four (4) Equipment Hook FOR Life Pak 15
Four (4) Flat Head End Storage Pouch
One (1) XPS (expandable patient surface with wider mattress that reduces transfer gap)

Four (4) EMS Stair Chairs Standard Features Include:
Innovative Stair-TREAD system (auto speed regulation)
500 pound capacity
Ergonomically designed for proper weight distribution
Extended head and foot end lift handles
Easy-rolling rear wheels with sealed bearings
4" (10 cm) front caster wheels
Dual wheel locks
Compact storage size
31.5 lbs. total weight or lower
Grease-free maintenance
1-year warranty (parts, labor, travel)
Lifetime warranty on all welds
Operations/Maintenance Manual with In-service training video

BID
RESPONSE

Per Attached Specifications Total price $_____

Total price in words_____

PRICE FOB KEY WEST, FL
PAYMENT TERMS: 45 days after delivery
DELIVERY/BEGIN DATE _____ 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

A Key West Business Tax Receipt is required if office is located within the City of Key West; fee not to exceed $136.50.

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 _____, 20

_____
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 _____, 20

_____
NOTARY PUBLIC

My commission expires:_____

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

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 R

CONE OF SILENCE

STATE OF FLORIDA

SS

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that all owner(s) partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

BY:_____

Sworn and prescribed before me this day of , 20

NOTARY PUBLIC, State of Florida

My commission expires:

CALL FOR BIDS

KEY WEST, FLORIDA by the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida 33040 until 3:00 P.M., October 12, 2014 for Bid 15–001 – Stair Chairs and Stretchers. Bids will be opened in the Office of the City Clerk then and there and publicly read aloud. Any bids 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 or call toll-free at 1-800-711-1712 or at the City of Key West (www.keywestcity.com) website. One (1) original and two (2) flash drives of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside: BID #15 – 001 – Stair Chairs and Stretchers, addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA
CITY HALL, 3126 FLAGLER AVENUE
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.