

# CITY of HIALEAH FLORIDA



**SPECIFICATIONS and CONTRACT DOCUMENTS  
for  
VARIOUS PARK FACILITIES  
HIALEAH, FLORIDA**

## **SODIUM HYPOCHLORITE**

**Bid Number: 2009/10-3130-12-003**

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN:  
TUESDAY, SEPTEMBER 1, 2009**

**CITY CLERKS' OFFICE  
CITY HALL  
501 PALM AVE. HIALEAH, FLORIDA 33010**

**SPECIFICATIONS & CONTRACT DOCUMENTS**

**Prepared by:**

**City Of Hialeah – Department of Parks and Recreation  
5601 East 8 Avenue Bldg. #4  
Hialeah, Florida 33013**

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE POSTED DEADLINE WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CITY CLERK ON OR BEFORE THAT STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY OF HIALEAH IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

THE CITY OF HIALEAH IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

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## CITY OF HIALEAH

### ADVERTISEMENT And INVITATION FOR BIDS

Sealed, written bids will be received by the Office of the City Clerk of the City of Hialeah, Florida, 501 Palm Avenue until **11:00AM, Tuesday, September 1, 2009** at which time all bids will be publicly opened and read aloud in the Council chambers, 3<sup>rd</sup> Floor, for furnishing the following:

#### SODIUM HYPOCHLORITE BID NO. 2009/10-3130-12-003

Contract documents, drawings, specifications, and proposal forms for all bids may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4<sup>th</sup> Floor, Hialeah, Florida, by calling Carlos F. Lopez at 305-883-5846, or by email to: [CLopez@hialeahfl.gov](mailto:CLopez@hialeahfl.gov)

Bids shall be submitted in sealed envelopes and shall bear on the face, thereof, the Bid Number, and the complete name and address of the bidder.

The City of Hialeah reserves the right to reject any and all bids, or to waive any informality in the bidding. Bids may be held by the City of Hialeah for a period not to exceed thirty (30) days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

The City of Hialeah reserves the right to accept or reject bids on each item separately or as a whole.

CITY OF HIALEAH, FLORIDA

Advertisement Date:  
**Monday, August, 17, 2009**

Michael Flores  
Purchasing Director

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Hialeah in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and Within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidder's. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that: Bidder has familiarized themselves with the nature and extent of the Contract Documents, Work, Site, Locality, and all Local Conditions and Law Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions. Bidder has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Bidder. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself and advantage over any other Bidder or over the City.

Communications concerning this Bid shall be addressed to:

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Attention: \_\_\_\_\_

SUBMIT BIDS TO: CITY COUNCIL CITY OF HIALEAH 501 PALM AVENUE HIALEAH, FL. 33010		CITY OF HIALEAH INVITATION TO BID TERM CONTRACT Bidder Acknowledgment	
Page 1 of 5	Telephone Number: (305)-883-5846	Mailing Date: August 14, 2009	Bid Number: 2009/10-3130-12-003
Bid will be opened: <b>Tuesday, September 1, 2009</b>  And may not be withdrawn within 30 DAYS After such date and time. 11:00A.M.		Bid Title:  <b>SODIUM HYPOCHLORITE</b>	
All awards made as a result of this bid shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances.		Reason for "no bid"	
NAME OF VENDOR:		AREA CODE	TELEPHONE NUMBER
MAILING ADDRESS		BUSINESS ADDRESS	
CITY – STATE – ZIP CODE		WHEN REQUIRED, BOND OR CASHIER'S OR CERTIFIED CHECK IS ATTACHED IN THE AMOUNT OF \$ _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and with-out collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.		_____ AUTHORIZED SIGNATURE (MANUAL)	
		_____ AUTHORIZED SIGNATURE (TYPED/PRINTED)	

# GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope). The face of the envelope shall contain, in addition the above address, the date and time of bid opening and bid title. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorize representative in the space provided above with the company's name and bid title. This must also appear on each page of the bid as required..
2. **NO BID:** If not submitting a bid, respond by returning this form, marking it "NO Bid", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the bid mailing list. Note: To qualify as respondent, bidder must submit a "No Bid" and it must be received no later that the stated bid opening date and hour.
3. **BID OPENING:** Shall be at a public opening commencing at the regular time and date specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. Bid files may be examined during normal working hours by appointment.
4. **PROOF OF CAPABILITY:** The bidder may be required before the award of any contract, to show to the complete satisfaction of the City Council that he/she has the necessary facilities, ability and financial resources to perform the bid requirements in a satisfactory manner and he/she may be required to show past history and references which will enable the City Council to satisfy itself as to his/her qualifications. The City, at its sole discretion, reserves the right to inspect any / all Bidder's facilities to determine their capability of meeting the requirements for the Contract
5. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the bidder uses any design, device, or materials covered, by letter, patent or copyright, if is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.
6. **RATE OF WAGES:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor or subcontractor, shall not be less than the prevailing rate of wages form similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.
7. **PRICES TERMS AND PAYMENT:** Firm prices shall be quoted: typed or printed in ink and include all packing, handling, and shipping charges, unless otherwise stipulated. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed form the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified whichever is later.
  - (a) **TAXES:** The City of Hialeah does not pay Federal Tax, Transportation Tax or State Tax. See exemption numbers on face of purchase order. All Bidders shall include all applicable taxes in Bid amounts.
  - (b) **DISCOUNTS:** Bidders may offer a cash discount form prompt payment: however, such discounts shall not be considered in determining the lowest net cost form bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
  - (c) **COMPLETION REQUIRED:** Bidder will include in the proposal form, days required needed to complete each stage of work.
  - (d) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of a property certified invoice to the ordering agency at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods. Contractors(s) shall insure that the original invoice is legible, submitted with the correct price(s) and include the purchase order number.
  - (e) **SHIPPING CHARGES:** When items are to be delivered or shipped to the City of Hialeah, bid shall reflect that these items are F.O.B. destination. The delivery of all items shall be delivered F.O.B. destination (at specific City of Hialeah addresses), and delivery cost and charges (if any) will be included in the Bid Price. Exceptions shall be noted. When practical, the City of Hialeah may make pick-ups at the vendor's place of business. Delivery to: City of Hialeah Department of Parks and Recreation, 5601 E. 8 Avenue, North Complex Bldg. #4 Bay #1, Hialeah, Fl 33013. Delivery shall be within 15 days after receipt of purchase.
  - (f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers, where applicable, shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
  - (g) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and /or services. Failure to do so will be bidder's risk. Incase of mistake in extension, the unit price will govern.

- (h) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirement of Occupational Safety and Health Act (OSHA) and any standards there under. All items must be accompanied upon delivery with a material data safety sheet (MSDS) where applicable.
8. MANUFACTURES' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand from which he/she is an authorized representative, which meets or excess the specification for any item(s). If bids are based on equivalent products, indicated on the bid from the manufacturer's name, number, and indicate any deviation from the specifications. YOUR BID, LACKING ANY WRITTEN INDICATION OF INTENT TO QUOTE AN ALTERNATE BRAND, WILL BE RECEIVED AND CONSIDERED AS A QUOTATION IN COMPLETE COMPLIANCE WITH THE SPECIFICATIONS. Estimated quantities and/or dollars are for record purposes only. No guarantee is expressed or implied as to quantities and/or dollars that will actually be purchased. The City reserves the right to reasonably increase or decrease quantities as required. The vendor accepts all risks associated with using this information. Note: Vendor agrees to honor cost per item form **October 1, 2009 until September 30, 2010**. If Bid involves apparel, all youth and adult sizes will not be split, it will be awarded to one vendor for all sizes.
9. SAMPLES: Samples of items (those not previously approved items, listed on the technical specification), when called for must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacture's brand name and number, bid title and item reference. The Bidder must furnish a statement giving a complete description of all points wherein the service he proposed to furnish does not comply with the specifications. Failure to furnish such a statement will be interpreted to mean that the vendor agrees to meet all requirements of the specifications. Request for return of samples shall be accompanied by instructions, which included shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Hialeah. Previously approved items are listed for the sole purposes of describing and establishing minimum requirements or level of quality samples.
10. AWARDS: In the best interest of the City, the City requires the right is reserved award(s) by individual item, groups of items, all or none, or a combination thereof, to reject any and all bids or waive any minor informality or technicality in bids received.
11. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further as may be specified elsewhere, each bidder must submit with his proposal cuts, sketches, and descriptive literature and/or complete specifications covering the products offered. References to literature submitted with these requirements are subject to rejection. Removal of any of the Bid may invalidate the Bid. Irresponsible, vague or ambiguous responses to the invitation to Bid will be cause for rejection as determined by the City of Hialeah.
12. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and title. Failure to comply with this condition will result in bidder waiving his right to dispute the bid specifications. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Bidder from submitting their Bid on the required date and time as publicly noted.
13. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
14. NONCONFORMANCE TO CONTACT CONDITIONS: Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date (s) in bid, purchase order or specifications may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:  
(a) Supplier's name being removed from the City's vendor mailing list.  
(b) All City departments being advised not to do business with the supplier without written approval from the City Purchasing Department.
15. INSPECTION ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering department of the City, unless loss or damage results form negligence by the City.
16. RESTRICTIONS: In the event any restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item(s) or service offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify City Purchasing at once, indicating in his letter the specific regulation which requires an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
17. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Hialeah.
18. CANCELLATION: All contract obligations shall prevail until the end of each City fiscal year, September 30<sup>th</sup>. For the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

19. DISPUTES: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and The City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.
20. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal quantity requirements arise, the City reserves the right to solicit separate bids thereon. Such bids shall be solicited only upon prior approval of City Purchasing.
21. EXTENSION: The City reserves the option to extend the period of this contract or any portion thereof, for an additional contract period. Extension of the contract periods shall be by mutual agreement in writing. Each extension will be for one year, these extensions may only occur for three consecutive fiscal years.
22. ADVERTISING: In submitting a proposal, bidder agrees not to use the results thereof as a part of any commercial advertising.
23. SUMMARY OF TOTAL SALES: The bidder agrees to furnish City Purchasing a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions. Written justification must be submitted with this bid if this requirement cannot be met.
24. LIABILITY and INSURANCE: The supplier shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of this contract. If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this contract.
25. LIABILITY, INSURANCE, LICENSES & PERMITS: Where Bidder's are required to enter onto City of Hialeah property to deliver materials or to perform work or services as a result of a Bid award, the Bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections and insurance required. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Dade County, or City of Hialeah Code. Contractors shall include current Dade County Certificates of Competency. These documents shall be furnished to the City along with Bid response. Failure to furnish these documents or to have required licensor will be grounds for rejection of the Bid and forfeiture of the Bid Bond. Bidder shall furnish to the Purchasing Director certificate(s) of insurance, which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City.
26. EQUAL EMPLOYMENT OPPORTUNITY: The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in their invitation to Bid, General Conditions.
27. SPECIFICATION SILENCE: Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretation of the Specifications shall be made upon this statement.
28. CONDUCT OF OPERATIONS: If providing maintenance service, the contractor shall conduct its operation in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to the public; keep the sound level of its operation as low as practical; and within reason, control the conduct and appearance of its employees, invitees and of those doing business with it. Upon objection from the City concerning conduct, demeanor and appearance of any persons, the contractor shall immediately take all reasonable steps to remove the cause of the objection.
29. ASSIGNMENT OF ANTI-TRUST CLAIMS TO CITY: Bidders who are dealer, distributors, etc. and who are offering commodities manufactured by other shall complete the attached assignment form and return it with their bid. Failure to agree to this assignment shall subject the bid to rejection.

30. PUBLIC ENTITY CRIME: Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes – “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list”.

NOTE: THE GENERAL CONDITIONS, AS ITEMIZED, AND THE ACCOMPANYING BID CONSTITUTES AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE CITY OF HIALEAH, AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL AFFIX HIS/HER SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES, AND THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE BIDDER AS ARE CONTAINED HEREIN.

CITY OF HIALEAH

CONTRACTOR/PURCHASE ORDER NUMBER

BY: \_\_\_\_\_

BID NO: \_\_\_\_\_

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

BID TITLE: \_\_\_\_\_

**CITY OF HIALEAH  
DEPARTMENT OF PARKS AND RECREATION**

**P R O P O S A L**

SODIUM HYPOCHLORITE - Various Sites

Facility Name	Yearly Cost for Sodium Hypochlorite In Dollar Amounts
Bucky Dent Aquatic Center See Specification for Address, Gallon Size and Frequency of Delivery	\$ _____
Milander Aquatic Center See Specification for Address, Gallon Size and Frequency of Delivery	\$ _____
McDonald Aquatic Center See Specification for Address, Gallon Size and Frequency of Delivery	\$ _____
Babcock Pool See Specification for Address, Gallon Size and Frequency of Delivery	\$ _____
Bright Pool See Specification for Address, Gallon Size and Frequency of Delivery	\$ _____
Reid Pool See Specification for Address, Gallon Size and Frequency of Delivery	\$ _____
Walker Pool See Specification for Address, Gallon Size and Frequency of Delivery	\$ _____

BIDDER'S NAME: \_\_\_\_\_

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

PHONE NO: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TECHNICAL SPECIFICATIONS,  
LOCATIONS AND NOTES:

1. City of Hialeah, a political subdivision of State of Florida, requests the submittal of bids from vendors that are interested in supplying and delivering sodium hypochlorite in accordance with the bid documents. Award of Bids will be based on an overall low bid meeting specifications.
2. EQUIPMENT: Contractor shall provide supplement supply to existing chlorine tanks estimated at (5). For specifications on tanks size see #6 Delivery Locations.
3. SPECIFICATIONS: Contractor shall provide Sodium Hypochlorite (NaOCL) at a concentration of 10.5 percent minimum an assay test shall be performed and furnished with the bid. If the City determines that the performance of the vendor does not comply with the bid requirements, the City may:
  - (A) Immediately suspend the work; and
  - (B) Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
4. DELIVERY REQUIREMENTS: Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery, which is necessary in order to prevent the City from running out of sodium hypochlorite in less than 36 hours. The City shall endeavor to minimize the number of "emergency" deliveries. (In Conjunction with #7 of Contract Bid)
5. DELIVERY SAFETY: The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplies by the Contractor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Contractor shall furnish, a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to cleanup the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill. (In Conjunction with #7 of Contract Bid)

6. DELIVERY LOCATIONS:

(A). Bucky Dent Aquatic Center: 2250 West 60 Street, Hialeah Florida 33016,

Gallon Size: 1400

Approximate delivery: Every 7-10 days

Operation period: Year-round.

(B). Milander Aquatic Center: 4800 Palm Avenue, Hialeah Florida 33013,

Gallon Size: 900

Approximate delivery: Every 7-10 days

Operation period: Year-round.

(C). McDonald Aquatic Center: 7505 West 12 Avenue, Hialeah Florida 33012,

Gallon Size: 1600

Approximate delivery: Every 7-10 days

Operation period: Year-round.

(D). Babcock Pool: 430 East 7 Street, Hialeah Florida 33010,

Gallon Size: 600

Approximate delivery: Every 14-21 days

Operation period: Memorial weekend through end of July

(E). Bright Pool: 760 East 35 Street, Hialeah Florida 33012,

Gallon Size: 600

Approximate delivery: Every 14-21 days

Operation period: Memorial weekend through end of July.

(F). Reid Pool: 2245 West 7 Court, Hialeah Florida 33010,

Gallon Size: 600

Approximate delivery: Every 14-21 days

Operation period: Memorial weekend through end of July.

(G). Walker Pool: 880 West 29 Street, Hialeah Florida 33012,

Gallon Size: 600

Approximate delivery: Every 14-21 days

Operation period: Memorial weekend through end of July.

(In Conjunction with #7 of Contract Bid)

7. SAFETY: The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite. (In Conjunction with #7 of Contract Bid)

# ASSIGNMENT

For, and in recognition of, good and valuable considerations, receipt of which is hereby acknowledged, \_\_\_\_\_,  
(Company Name)

acting herein by and through \_\_\_\_\_,  
(Individual Name)

as \_\_\_\_\_ and duly authorized agent,  
(Title of Individual's Position)

hereby conveys, sells, assigns and transfers to the City of Hialeah, Florida all rights, title and interest in and to all cause of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the City of Hialeah, Florida pursuant to \_\_\_\_\_  
Identity of City Contract

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

# STATEMENT OF BIDDER'S QUALIFICATIONS

In order to assist the City of Hialeah in determining whether the Bidder is qualified to do the work set forth in the Bid Proposal, he shall furnish hereunder a list of references who are qualified to judge as to his financial responsibility and his experience in work of a similar nature upon which he/she is bidding.

The Bidder shall list the facilities or equipment that is available for use in case his bid is accepted.

The Bidder shall list the full names and residences of person and firms interested in the foregoing bid, as principles.

The Bidder shall list the name of the executive who will give personal attention to the work.

The Bidder's previous contracting experience.

1. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Yearly Budget/ Cost \_\_\_\_\_  
Dates of Contract \_\_\_\_\_
  
2. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Yearly Budget/ Cost \_\_\_\_\_  
Dates of Contract \_\_\_\_\_
  
3. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Yearly Budget/ Cost \_\_\_\_\_  
Dates of Contract \_\_\_\_\_

The Bidder shall list the names and addresses of his subcontractors.

CLASSIFICATION OF WORK/ LICENSE#	NAME AND ADDRESS OF SUBCONTRACTOR
_____	_____
_____	_____
_____	_____

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_) County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:

He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partner, own agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to sub a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, or to fix any overhead, profit or cost element of the Bid price or the Bid price any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Hialeah (Local Public Agency) or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

(print) Name \_\_\_\_\_

(print) Title \_\_\_\_\_

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

**PURCHASING DIVISION**  
**CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

I \_\_\_\_\_ being first duly sworn, state:

The full legal name and business address\* of the person or entity contracting or transacting with City of Hialeah are:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

If the contract or business transaction is with a corporation, the full legal name and business address\* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address\* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address\* shall be provided for each trustee and each beneficiary. All such names and addresses are:

\_\_\_\_\_  
\_\_\_\_\_

The full legal names and business address\* of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with City of Hialeah is:

\_\_\_\_\_  
\_\_\_\_\_

**Tax ID Number (F.E.I.N.) or Social Security Number** \_\_\_\_\_

\*\*\*\*\*

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT (Print Legal Name of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ .

Notary Public – State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print/ Type and Stamp commissioned named of Notary Public

**NOTARY SEAL**

Personally known\_\_\_\_ or Produced Identification\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\*\*Post office box addresses not acceptable.

**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 \_\_\_\_\_  
(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 an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury 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, and 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 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 crime in Florida during the preceding 36 months shall be considered an affiliate.

4. 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 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.

5. 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, 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 and convicted of a public entity crime subsequent to July 1, 1987.

\_\_\_\_\_ 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, 1987.

\_\_\_\_\_ 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, 1987. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place 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 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)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Print, type, or stamp commissioned name of notary public)

## NOTICE OF AWARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: City of Hialeah Sodium Hypochlorite in accordance with the Contract Documents as prepared by the City

And

The CITY has considered the Bid submitted by you for the above described WORK or MERCHANDISE in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Hialeah, Sodium Hypochlorite Bid in the amount of \$\_\_\_\_\_.

You are required to furnish the required certificates of insurance, and photostat copies of your Occupational License within TEN (10) calendar days from the date of this Notice of Award.

If you fail to furnish the aforementioned documents within TEN (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return as acknowledged copy of this NOTICE OF AWARD to the CITY.

\_\_\_\_\_  
Kenneth Soler, Supervisor of Aquatics

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_  
Title \_\_\_\_\_

You are required to return an acknowledged copy of this Notice of Award to the City.

## NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_

Purchase Order: \_\_\_\_\_

You are hereby notified to commence WORK or MERHCANDISE in accordance with Purchase Order dated, \_\_\_\_\_ on or after \_\_\_\_\_ and you are to complete the WORK or MERCHANDISE within \_\_\_\_\_ consecutive calendar days thereafter.

This contract shall run for a period of one year October 1, 2009 through September 30, 2010, with an option to renew for an additional two one year periods. Option to renew will only be exercised upon Mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any periods of renewal will be subject to appropriation of funds by the City of Hialeah mayor and Council.

City of Hialeah Department of Parks and Recreation

Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by;

\_\_\_\_\_ , this \_\_\_\_\_ Day,  
\_\_\_\_\_ the \_\_\_\_\_  
Of \_\_\_\_\_

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_