

ADDENDUM NO. 1

**CITY OF HIALEAH
INSTALLATION OF WATER MAIN, SANITARY SEWER, FORCE MAIN, SANITARY LIFT STATION
AND FIBER OPTIC CONDUIT SR 916 (NW 138TH STREET / W 84TH STREET)
PROJECT 1063 & 1064**


2008/09-9500-00-058

JULY 31, 2009

TO ALL CONCERNED

The original Contract Documents, for the Project entitled CITY OF HIALEAH – INSTALLATION OF WATER MAIN, SANITARY SEWER, FORCE MAIN, SANITARY LIFT STATION AND FIBER OPTIC CONDUIT SR 916 (NW 138TH STREET / W 84TH STREET) PROJECT 1063 & 1064, are hereby amended as noted in this **Addendum No. 1**.

This **Addendum No. 1** consists of 1 Typed Page, 15 Bid form pages, 8 Front end document pages, 1 ARF, and 0 Drawings. All other items and conditions of the original Contract Documents shall remain unchanged. This Addendum shall become a part of the Contract Documents.

Approved for issue:  Date: July 31, 2009
Michael Flores – Purchasing Director

ACKNOWLEDGEMENT

Receipt of this **Addendum No. 1** shall be acknowledged in the space provided on the ADDENDUM RECEIPT FORM (ARF) (copy attached) now a part of the Contract Documents and to be faxed immediately to City of Hialeah at (305) 883-5871 and submitted with sealed bids.

Questions and Answers:

- Q1. What is the budget/estimated construction cost for this project?
A1. \$2.4 million.
- Q2. No Pre-bid? Please confirm.
A2. No
- Q3. As per our conversation, the package I purchased this morning does not include any BID FORMS. I only received three sets of plans and the technical special provision booklet. When will those documents be provided? Please advise.
A3. See attached bid forms.
- Q4. We picked up plans and specs for the above referenced project yesterday and it did not include any front end documents. Please let us know what the status is on that and when they might be available.
A4. See attached front end documents.
- Q5. Can a GC bid on this project?
A5. No. Must be a Licensed Engineering contractor in utilities work.

ADDENDUM RECEIPT FORM

CITY OF HIALEAH

**INSTALLATION OF WATER MAIN, SANITARY SEWER, FORCE MAIN, SANITARY LIFT STATION AND
FIBER OPTIC CONDUIT SR 916 (NW 138TH STREET / W 84TH STREET)
PROJECT 1063 & 1064**

2008/09-9500-00-058

JULY 31, 2009

CONTRACTOR'S NAME _____

ADDRESS _____

PHONE NO. _____ **FAX NO.** _____

CONTACT NAME _____ **SIGNATURE** _____

**THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM BY SIGNING AND
DATING BELOW: (COPY OF THIS FORM MUST BE FAXED AND IMMEDIATELY TO CITY OF HIALEAH @
(305) 883-5871**

<u>ADDENDUM</u>	<u>SIGNATURE</u>	<u>DATE</u>
<u>1</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROPOSAL FOR
CITY OF HIALEAH DEPARTMENT OF WATER AND SEWERS – NW 138TH STREET
WATER MAIN, GRAVITY SEWER, FORCEMAIN, & PUMP STATION
PROJECT NO. 1063 & 1064

<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
<u>PROPOSED 16" D.I. WATERMAIN</u>			
125-1	20 CY	For excavation for structures in 1-foot depth increments, the price per cubic yard of	
		_____ Dollars and	
		_____ Cents (\$ _____)	\$ _____
285-711	2,347 SY	For constructing optional base for Group "11" permanent paving repairs as per details provided in plans, the price per square yard of	
		_____ Dollars and	\$ _____
		_____ Cents (\$ _____)	
400-2-15	10 CY	For furnishing and installing Class II Concrete, Miscellaneous, the price per cubic yard of	
		_____ Dollars and	
		_____ Cents (\$ _____)	\$ _____
400-4-15	10 CY	For furnishing and installing Class IV Concrete, Miscellaneous, the price per cubic yard of	
		_____ Dollars and	
		_____ Cents (\$ _____)	\$ _____

PROPOSAL FOR
CITY OF HIALEAH DEPARTMENT OF WATER AND SEWERS – NW 138TH STREET
WATER MAIN, GRAVITY SEWER, FORCEMAIN, & PUMP STATION
PROJECT NO. 1063 & 1064

Pay Item No.	Estimated Quantity	Description	Total
425-5-1	7 each	For adjusting manholes as indicated in plans, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1050-11-224	948 LF	For furnishing and installing 8-19.9" PVC. water main pipe, fittings and valves, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1050-11-422	39 LF	For furnishing and installing 2-4.9" D.I. water main pipe, fittings and valves, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1050-11-423	464 LF	For furnishing and installing 5-7.9" D.I. water main pipe, fittings and valves, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1050-11-424	5,139 LF	For furnishing and installing 8-19.9" D.I. water main pipe, fittings and valves, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____

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PROJECT NO. 1063 & 1064

<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1050-11-921	1,430 LF	For furnishing and installing 0-1.9" water services (long and short), the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1050-11-922	193 LF	For furnishing and installing 2-4.9" water services (long and short), the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1050-16-004	846 LF	For removing and disposing 8-19.9" A.C. water main pipe, fittings and valves, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1055-11-214	132 each	For furnishing and installing 8-19.9" M.J. PVC elbows, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____

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WATER MAIN, GRAVITY SEWER, FORCEMAIN, & PUMP STATION
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Pay Item No.	Estimated Quantity	Description	Total
1055-11-414	40 each	For furnishing and installing 8-19.9" M.J. D.I. elbows, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1055-11-424	30 each	For furnishing and installing 8-19.9" M.J. D.I. tees, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1055-11-454	8 each	For furnishing and installing 8-19.9" D.I. caps / plugs, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1055-11-994	61 each	For furnishing and installing 8-19.9" special couplings, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1080-11-101	25 each	For furnishing and installing 0-1.9" valve / meter boxes (single & dual), the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____

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<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1080-11-203	1 each	For furnishing and installing 2-4.9" solid sleeve connection, the price each of _____ Dollars and _____ Cents (\$ _____)	
1080-11-206	14 each	For furnishing and installing 2-4.9" air release assembly, the price each of _____ Dollars and _____ Cents (\$ _____)	
1080-11-303	5 each	For furnishing and installing 5-7.9" solid sleeve connection, the price each of _____ Dollars and _____ Cents (\$ _____)	
1080-11-304	15 each	For furnishing and installing 5-7.9" valve assembly, the price each of _____ Dollars and _____ Cents (\$ _____)	
1080-11-403	5 each	For furnishing and installing 8-19.9" tapping sleeve and tapping valve connection, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____

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Pay Item No.	Estimated Quantity	Description	Total
1080-11-404	8 each	For furnishing and installing 8-19.9" valve assembly, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1080-16	32 each	For removing and disposing existing fixtures (meter box), the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1644-113-08	15 each	For furnishing and installing fire hydrant assemblies, complete, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1644-900	8 each	For removal of existing fire hydrant assemblies and salvage, complete, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
102-1	1 Lump Sum	For providing full Traffic Control during water main construction, including providing off-duty policemen for Maintenance of Traffic, and providing advanced warning prior to and after construction _____ Dollars and _____ Cents (\$ _____)	\$ _____

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CITY OF HIALEAH DEPARTMENT OF WATER AND SEWERS – NW 138TH STREET
WATER MAIN, GRAVITY SEWER, FORCEMAIN, & PUMP STATION
PROJECT NO. 1063 & 1064

<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
101-1	1 Lump Sum	For work and operations necessary to begin work (mobilization) on a project. _____ Dollars and _____ Cents (\$ _____)	\$ _____
	Subtotal	Bid Items for water main, the sum of	\$ _____
	Dedicated Allowance	For all cost of required permits, fees, impact fees, inspections, if ordered by the Engineer, the sum of 2% of the Subtotal, (.02)x(Subtotal) _____ Dollars and _____ Cents	\$ _____
		Sub-Total Water Mains Sum of Subtotal & Dedicated Allowance	\$ _____

PROPOSAL FOR
CITY OF HIALEAH DEPARTMENT OF WATER AND SEWERS – NW 138TH STREET
WATER MAIN, GRAVITY SEWER, FORCEMAIN, & PUMP STATION
PROJECT NO. 1063 & 1064

Pay Item No.	Estimated Quantity	Description	Total
<u>PROPOSED 8" D.I. SAN. SEWER, 6" D.I. FORCEMAIN, & SAN. PUMP STATION</u>			
125-1	20 CY	For excavation for structures in 1-foot depth increments, the price per cubic yard of _____ Dollars and _____ Cents (\$ _____)	\$ _____
285-711	2,347 SY	For constructing optional base for Group "11" permanent paving repairs as per details provided in plans, the price per square yard of _____ Dollars and _____ Cents (\$ _____)	\$ _____
334-1-13	2,585 TN	For placing Superpave Asphaltic Concrete surface course for Traffic C as per details provided in plans, the price per ton of _____ Dollars and _____ Cents (\$ _____)	\$ _____
400-2-15	10 CY	For furnishing and installing Class II Reinforced Concrete, Miscellaneous, the price per cubic yard of _____ Dollars and _____ Cents (\$ _____)	\$ _____

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<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
400-4-8	26 CY	For furnishing and installing Class IV Concrete, Bulkhead, the price per cubic yard of _____ Dollars and _____ Cents (\$ _____)	\$ _____
415-1-8	1,891 LB	For installing reinforcing steel , bulkhead, the price per pound of _____ Dollars and _____ Cents (\$ _____)	\$ _____
448-73	1 LS	For furnishing and installing a complete sanitary pump station, as detailed in plans, the lump sum price of _____ Dollars and _____ Cents (\$ _____)	\$ _____
455-133-3	3,151 SF	For furnishing and installing steel sheet piling, at locations indicated in plans, the price per square foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____

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Pay Item No.	Estimated Quantity	Description	Total
530-78	209 SY	For furnishing and installing Rip-Rap Articulating Block for canal bank mitigation, at locations indicated in plans, the price per square yard of _____ Dollars and _____ Cents (\$ _____)	\$ _____
904-439-1	209 SY	For furnishing and installing a subsurface drainage layer, as indicated in plans, the price per square yard of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1050-11-423	572 LF	For furnishing and installing 5-7.9" D.I. sanitary sewer and force main pipe, fittings and valves, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1050-11-424	1,690 LF	For furnishing and installing 8-19.9" D.I. sanitary sewer and force main pipe, fittings and valves, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____

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WATER MAIN, GRAVITY SEWER, FORCEMAIN, & PUMP STATION
PROJECT NO. 1063 & 1064

Pay Item No.	Estimated Quantity	Description	Total
1055-11-464	13 each	For furnishing & installing 8x6-inch D.I. wye riser connections for sewer, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1060-11-211	2 each	For furnishing and installing standard underground utility structures sewer, 0-6 feet deep, 0-80 ft ³ , the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1060-11-212	5 each	For furnishing and installing standard underground utility structures sewer, 6.1-12 feet deep, >80 ft ³ , the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1060-15	1 each	For adjusting utility structure below ground, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
1080-11-206	1 each	For furnishing and installing 2-4.9" air release assembly, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____

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WATER MAIN, GRAVITY SEWER, FORCEMAIN, & PUMP STATION
PROJECT NO. 1063 & 1064

<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
102-1	1 Lump Sum	For providing full Traffic Control during sewer construction, including providing off-duty policemen for Maintenance of Traffic, and providing advanced warning prior to and after construction	
		_____ Dollars and	\$ _____
		_____ Cents (\$ _____)	
101-1	1 Lump Sum	For work and operations necessary to begin work (mobilization) on a project.	
		_____ Dollars and	
		_____ Cents (\$ _____)	\$ _____
	Subtotal	Bid Items for sanitary sewer, the sum of	\$ _____
	Dedicated Allowance	For all cost of required permits, fees, impact fees, inspections, if ordered by the Engineer, the sum of 2% of the Subtotal, (.02)x(Subtotal)	
		_____ Dollars and	
		_____ Cents	\$ _____
		Sub-Total Sanitary Sewer Sum of Subtotal & Dedicated Allowance	\$ _____
	SUBTOT.	Sum of Watermain and Sanitary Sewer Subtotals	\$ _____

PROPOSAL FOR
CITY OF HIALEAH DEPARTMENT OF WATER AND SEWERS – NW 138TH STREET
WATER MAIN, GRAVITY SEWER, FORCEMAIN, & PUMP STATION
PROJECT NO. 1063 & 1064

<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
	Cont. Allowance	For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the SUBTOTAL (.10)x(Subtotal)	
		_____ Dollars and	
		_____ Cents	\$ _____
TOTAL BID - (Sum of SUBTOTAL & Contingency Allowance)			\$ _____

Note: For a detailed description of each Proposal Item, refer to the section of the Technical Special Provisions entitled "Measurement and Payment".

PROPOSAL FOR

**CITY OF HIALEAH DEPARTMENT OF WATER AND SEWERS – N.W. 138TH STREET
PROPOSED INTELLIGENT TRAFFIC SYSTEM**

PROJECT NO. 1066

<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
<u>PROPOSED INTELLIGENT TRAFFIC SYSTEM</u>			
783-4-119	10,454 LF	For furnishing and installing 2" ITS Conduit, underground (Directional Bore) as indicated in plans, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
783-5-11	5 EA	For furnishing and installing ITS Pull Box for Fiber Optic Cable as indicated in plans, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
783-6-11	2 EA	For furnishing and installing ITS Splice Box for Fiber Optic Cable as indicated in plans, the price each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
101-1	1 Lump Sum	For work and operations necessary to begin work (mobilization) on a project. _____ Dollars and _____ Cents (\$ _____)	\$ _____
	Subtotal	Bid Items for Intelligent Traffic System, the sum of	\$ _____

PROPOSAL FOR

**CITY OF HIALEAH DEPARTMENT OF WATER AND SEWERS – N.W. 138TH STREET
PROPOSED INTELLIGENT TRAFFIC SYSTEM**

PROJECT NO. 1066

<u>Pay Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
	Dedicated Allowance	For all cost of required permits, fees, impact fees, inspections, if ordered by the Engineer, the sum of 2% of the Subtotal, (.02)x(Subtotal)	
		_____ Dollars and	
		_____ Cents	\$ _____
	Cont. Allowance	For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the SUBTOTAL (.10)x(Subtotal)	
		_____ Dollars and	
		_____ Cents	\$ _____
TOTAL BID - (Sum of SUBTOTAL, Dedicated Allowance & Contingency Allowance)			\$ _____

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 3	Telephone Number (305) 883-5846	Mailing Date	Bid No. 2008/09-9500-00-058		
Bid will be opened: Tuesday, August 11, 2009 And may not be withdrawn within 30 DAYS after such date and time. 11:00 A.M.			Bid Title INSTALLATION OF WATER MAIN, SANITARY SEWER, FORCE MAIN, SANITARY LIFT STATION AND FIBER OPTIC CONDUIT SR 916 (NW 138TH STREET / W 84TH STREET)		
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) TITLE		

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 the 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.

- EXECUTION OF BID:** Bid must contain a manual signature of authorize representative in the space provided above the company name and bid title must also appear on each page of the bid as required.
- 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 a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.
- 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.
- 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 has the necessary facilities, ability and financial resources to perform the bid requirements in a satisfactory manner and he may be required to show past history and references which will enable the City Council to satisfy itself as to his qualifications

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 for 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 from 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.
 - (b) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment: however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
 - (c) **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 at bidder's risk. In case of mistake in extension, the unit price will govern.
 - (d) **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.
 - (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.
 - (f) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - (g) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of a properly 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. Contractor(s) shall insure that the invoice is legible, submitted with the correct price(s) and include the purchase order number.
8. **MANUFACTURERS' 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 for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and 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.**
9. **AWARDS** As the best interest of the City may require the right is reserved to make 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
10. **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. Reference to literature submitted with these requirements are subject to rejection.
11. **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.
12. **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.
13. **SAMPLES:** Samples of items, 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 bidders name, manufacturer's brand name and number, bid title and item reference. Request for return of samples shall be accompanied by instructions which include 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.
14. **NONCONFORMANCE TO CONTRACT 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 City Purchasing.

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 from 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 services 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 30th. 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. **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.
20. **EXTENTION:** 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 period shall be by mutual agreement in writing.
21. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising.
22. **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.
23. **LIABILITY:** 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.
24. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this invitation to Bid, General Conditions.
25. **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.
26. **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 practicable; 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.
27. **ASSIGNMENT OF ANTI-TRUST CLAIMS TO CITY:** Bidders who are dealers, distributors, etc. and who are offering commodities manufactured by others shall complete the attached assignment form and return it with their bid. Failure to agree to this assignment shall subject the bid to rejection.

NOTE: THE GENERAL CONDITIONS, AS ITEMIZED, AND THE ACCOMPANYING BID CONSTITUTE 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 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

CONTRACT/PURCHASE ORDER NUMBER

BY: _____

BID NO: _____

BID TITLE: _____

DATE: _____

EFFECTIVE: _____

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

its _____ 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

**PURCHASING DIVISION
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

_____ being first duly sworn, state:

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

Tax ID Number (F.E.I.N) or Social Security Number: _____

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ___ or Produced Identification _____

Type of Identification Produced _____

**Post office box addresses not acceptable.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) 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) _____

Subscribed and sworn to before me

(Title)

This ____ day of _____, 200 ____

Title _____

(Title)

My commission expires _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(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**, 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.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state 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, 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, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of 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)

(Printed typed or stamped
commissioned name of notary public)