INVITATION TO BID (ITB)

Medical Grade Oxygen (O_2)

ITB Number: 2015/16-2000-36-001

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

SEPTEMBER 21, 2016 AT 2:00 PM

BID SUBMISSION DATE AND TIME

OCTOBER 5, 2016 AT 11:00 AM

AT

CITY OF HIALEAH
OFFICE OF THE CITY CLERK
CITY HALL, 3RD FLOOR
501 PALM AVENUE
HIALEAH, FL 33010 – 4719

Each Bidder is solely responsible for ensuring that it submits its response to this Invitation to Bid at the Office of the City Clerk on or before the applicable deadline. The City of Hialeah will not be responsible for delays caused by the United States Postal Service or any other occurrence.

Copies of this ITB Document may be obtained by contacting Angel Ayala, the Acting Purchasing Director of the Purchasing Department, at aayala@hialeahfl.gov

The City of Hialeah, Florida (hereinafter referred to as the "City"), is hereby soliciting Bids from all qualified companies to supply the City of Hialeah Fire Department's stations with USP approved medical grade oxygen (O_2), in connection with fire and rescue services provided to the public. Any qualified company ("Person") wishing to submit a Bid shall comply with the requirements contained in this Invitation to Bid ("ITB"or "Solicitation") for Medical Grade Oxygen (O_2) (ITB Number: 2015/16-2000-36-001).

The objective of this ITB is to secure the services of an experienced and reliable contractor that is capable of timely and efficiently supply the City of Hialeah Fire Department's eight (8) fire and rescue stations with USP approved medical grade oxygen (O_2) using quality products. The successful Bidder shall supply each of the stations with medical grade oxygen (O_2) in cylinder s owned by the Bidder as needed.

Each Bid shall be submitted in two (2) separate sealed envelopes; one (1) envelope shall contain the "Qualifications Package" and the second envelope shall contain the "Cost Package". The outside of each sealed envelope must clearly indicate the name and number of this ITB (Medical Grade Oxygen (O_2); ITB Number: 2015/16-2000-36-001); the Bidder's name and address; and the name and telephone number of the Bidder's contact person. Each envelope shall be marked as either the "Qualifications Package" or the "Cost Package."

Each Bid must be delivered to the City Clerk no later than the date and time specified below as the "Deadline for Submittal of Bids." Bids received after said date and time will not be considered. No time extensions will be granted. Each Bid must be delivered to the City of Hialeah, Office of the City Clerk, Hialeah City Hall, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

The City's schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	September 12, 2016	N/A
Last Date for Receipt of Written Questions:	September 21, 2016	2:00 PM
Deadline for Submittal of Bids:	October 5, 2016	11:00 AM
Evaluation of Responses:	October 2016	
City's Selection of Successful Bidder	October or November 2016	

(The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.)

Copies of this Solicitation may be obtained from the Purchasing Department.

ACCEPTANCE AND REJECTION OF BIDS

Each Bidder should carefully review the entire text of the City's Solicitation. The Solicitation describes the City's rights and the Bidder's obligations under this Solicitation. Among other things, the City reserves its right to: reject any or all Bids, with or without cause; waive minor irregularities with regard to the Bid requirements and the Bids received; and award the City's work to a Bidder that is responsive,

responsible, and provides the best overall value to the City, as determined by the City in its discretion. By submitting a Bid in response to this Solicitation, a Bidder acknowledges that it accepts all of the terms, conditions, and limitations imposed on the Bidder by this Solicitation.

Please be advised that this Solicitation is issued subject to the City of Hialeah's Code of Ordinances. Communications with the Mayor, City Council, and City Staff are restricted, as specified in Sections 6.5 and 6.18 of this Solicitation.

We look forward to your active participation in this Solicitation.

Sincerely,

Angel Ayala

Angel Ayala,

Acting Purchasing Director

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SECTION 1.0
DEFINITIONS AND CONSTRUCTION

The capitalized words in this Invitation to Bid ("ITB") are defined in the Agreement and this Section 1.0. In this ITB, the words "include" and "including" shall be deemed to be followed by the words "without limitation." References to "included" matters or items will be regarded as illustrative and will not be interpreted as a limitation on or an exclusive listing of the matters or items referred to.

The following definitions shall be used in this ITB:

1.1 "Agreement" means the "Agreement for Medical Grade Oxygen (O_2) Services" that will be negotiated between the City and the Successful Bidder after the award of this Bid, including all of the exhibits and amendments thereto.

1.2 "Award" means the City Council's decision to accept a Bid and award the City's Agreement to a Bidder.

1.3 "City" means, depending on the context, either (a) the geographic area contained within the municipal boundaries of the City of Hialeah, Florida or (b) the government of the City, acting through the City Council or its designees.

1.4 "Bidder" means the Person, company, entity or organization submitting a Bid in response to this ITB.

1.5 "Solicitation" means this ITB.

1.6 "Successful Bidder" means the Bidder, whether one or more than one, selected by the City to serve as the City's contractor under the Agreement. In this ITB, the Successful Bidder is synonymous with "Contractor".

END OF SECTION 1.0

SECTION 2.0
SPECIAL CONDITIONS

2.1 INTRODUCTION AND BACKGROUND

The City of Hialeah ("City") is the fifth largest municipality in Florida. Located in the northwest part of Miami-Dade County, the City has a total population of 224,667 according to the U.S. Census of 2010.

The City of Hialeah ("City") has issued this Invitation to Bid ("ITB" or "Solicitation") for the purpose of acquiring medical grade oxygen (O_2) at the lowest price, as specified herein, from a qualified, experienced and reliable supplier that will provide prompt and efficient service to the City, utilizing quality products in compliance with the terms, conditions and specifications of this Solicitation on an as needed when needed basis. The Bidder must have the capacity to fill orders within a short period of time after an order is placed to each of the Fire stations to be serviced.

The City's scope of services is summarized in Section 3 of this Solicitation. The specific terms and conditions in the Agreement will govern the Successful Bidder's work for the City. The Successful Bidder will be required to fully document all services it performs.

Each Bidder shall review this Solicitation carefully. The terms and conditions contained in this ITB shall govern the City's competitive procurement process under this Solicitation. The City will reject any Bid that is conditional, or subject to exceptions or qualifications, or based on alternate provisions.

2.2 MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Bidder must submit all documents and information necessary to demonstrate that the Bidder has the resources and experience to provide the services solicited. Pursuant to Section 2-811 of the City's Code, a responsible Bidder "means a person who has the capacity in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance." Any Bidder that fails to satisfy the following minimum qualifications may be deemed "NON-RESPONSIVE".

2.2.1 Each Bidder shall submit proof that the Bidder is a Person licensed to do business in the State of Florida and in good standing.

2.2.2 Each Bidder must submit proof that it has worked on a minimum of three (3) contracts within the last five (5) years, in which the Bidder supplied Florida cities, counties or other Florida governmental agencies of comparable populations to the City of Hialeah with medical grade oxygen (O_2). For each such contract, the Bidder must provide the following information:

(a) The name, telephone number, and email address (if available) for your client's contact person or representative for each contract;

(b) A narrative description of the services performed;

(c) Total number of cylinders of medical grade oxygen (O_2) provided per contract and frequency in which said cylinder s were filled;

(d) Duration of the contract;

(e) The total dollar amount of your contract.

(f) A copy of the contract.

2.2.3 Each Bidder must identify each city and county in Florida that currently has a contract with the Bidder for supply of medical grade oxygen (O_2). For each of these cities and counties, please provide the name, telephone number, and e-mail address (if available) of the contact person for that city or county with direct supervision over the Bidder's performance of the work.

2.2.4 Each Bidder must disclose whether any of the contracts listed as part of Section 2.2.2 above, has been terminated or suspended. Bidder should include a brief explanation as to said termination or suspension, including, without limitation, whether the contract was terminated for convenience or default.

2.2.5 If the Bidder will be utilizing a third party distributor or manufacturer as the source of supply for obtaining and delivering the product required pursuant to this Solicitation, the Bidder shall supply a copy of its agreement with the supplier with its Bid. The information contained in such agreement(s) shall include, but not limited to shipping, delivery terms, packaging requirements, and product specification sheets for the product offered in accordance with the best industry standard and practices.

2.2.6 Each Bidder must identify each subcontractor (if any) that the Bidder intends to use under this ITB. The Bidder must complete Form 2, which is attached hereto, concerning its subcontractors. Among other things, the Bidder must describe the services to be provided by each subcontractor and demonstrate that the subcontractor is qualified to provide such services.

2.2.7 Each Bidder shall include a description of the systematic approach and actions to be taken to provide the services requested. Particularly, the Bidder shall describe the established procedure and capability to process orders, including emergency orders, perform maintenance, required testing and repairs to the cylinders, respond to complaints, and address disputes. The Bidder shall describe delivery process, response time, and location of from which the Bidder will perform the services pursuant to the requirements of the Agreement.

2.2.8 Each Bidder shall identify each case in the last ten years (i.e., on or after January 1, 2006) where:

(a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Bidder, if such proceeding arises from or is related to a dispute concerning the Bidder's rights, remedies or duties under a contract with a city, county, or other governmental entity for the supply of medical grade oxygen (O_2);

(b) a city, county, or other governmental entity terminated a contract with the Bidder concerning the supply of medical grade oxygen (O_2); or

(c) administrative fines, liquidated damages, civil penalties, or other penalties (collectively "penalties") were assessed against or deducted from the Bidder's payments under a contract with a city, county, or governmental entity for the supply of medical grade oxygen (O_2).

2.2.9 Each Bidder must disclose whether the Bidder, or any of its owners, officers, subsidiaries, or affiliates have been excluded, disqualified, or disbarred by any federal, state, county or local government or agency since January 1, 2006.

2.2.10 Each Bidder must demonstrate that it can obtain the insurance required pursuant to Section 2.8 of this Solicitation.

2.3 SOLICITATION TIMETABLE

The following timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable, as the City deems necessary, during the course of this Solicitation process.

Event	Date	Time
Advertisement Date:	September 12, 2016	N/A
Last Date for Receipt of Written Questions:	September 21, 2016	2:00 PM
Deadline for Submittal of Bids:	October 5, 2016	11:00 AM
Evaluation of Responses:	October 2016	
City's Selection of Successful Bidder	October or November 2016	

2.4 MANDATORY PRE-BID CONFERENCE

No Mandatory Pre-Bid Conference will be held for this Solicitation.

2.5 BID CLARIFICATIONS AND INQUIRIES

Any questions or suggestions concerning this Solicitation must be submitted in writing by mail, facsimile, or e-mail to Mr. Angel Ayala, the City's Acting Purchasing Director. Mail should be addressed to Mr. Ayala at the City of Hialeah, Purchasing Department, City Hall, 501 Palm Avenue (4th Floor), Hialeah, Florida 33010. Facsimile transmissions shall be directed to Mr. Ayala at (305) 883-5871; E-mails shall be directed to AAyala@Hialeahfl.gov.

The Solicitation number and title must be identified in all correspondence. Be sure to include the page and paragraph number of the Solicitation for each question and suggestion to ensure that they are responded to correctly. All questions and suggestions must be delivered no later than the time and date specified in the Solicitation Timetable (Section 2.3). Each Bidder shall be deemed to have waived all objections to the terms of this Solicitation that are not submitted to the Acting Purchasing Director in compliance with the requirements and deadline in this Section 2.5.

The City will only respond to questions submitted to the City in writing.

NO ORAL QUESTIONS OR SUGGESTIONS WILL BE ADDRESSED BY THE CITY. NO QUESTIONS WILL BE ACCEPTED AFTER THE DEADLINE FOR SUBMITTING WRITTEN QUESTIONS.

The City's official responses to questions and suggestions will be issued in an addendum to this Solicitation. Bidders may not rely on oral or written statements provided by the City, unless such statements are contained in a written addendum to this Solicitation. It is the Bidder's sole responsibility to ensure the Bidder receives all addenda.

2.6 METHOD OF AWARD

The City plans to use a two-step process when evaluating Bids. First, each Bidder's Qualifications Package will be opened and evaluated to determine whether the Bidder is responsive and responsible. Pursuant to Section 2-811 of the City's Code, a responsive Bidder "means a person who has submitted a bid or proposal that conforms in all material respects to the request for proposals. . . ." A responsible Bidder "means a person who has the capacity in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance."

The City reserves its right to take all steps it deems necessary to evaluate the Bidder's qualifications and bid. Among other things, the City may make additional inquiries of the Bidder and any other Person, request additional information, obtain credit reports, and/or contact other local governments that have entered into contracts with the Bidder. A Bidder that does not provide the information requested by the City may be disqualified from this Solicitation.

The Bidder's prices will be evaluated after the City concludes that a Bidder is responsive and responsible. The City intends to award its Agreement to the responsive and responsible Bidder that offers the lowest total overall cost for supply of medical grade oxygen (O_2) to the City. The total overall cost for supply of medical grade oxygen to the City is the sum of the total cost provided by the Bidder in Appendix C and the total cost provided by the Bidder in Appendix C-1.

The City of Hialeah Fire Department Assistant Chief of Administration or authorized designee will recommend an award to the responsive and responsible Bidder that offers the lowest total overall cost for the supply of medical grade oxygen (O_2) to the Mayor and the City Council. The City Council shall consider the City of Hialeah Fire Department Assistant Chief of Administration's recommendation at a public meeting and may approve, reject, or modify such recommendation, as the City Council deems appropriate.

After the City Council selects one Bidder for the City's work, the selected Bidder shall execute the Agreement. Thereafter, the Mayor and City Clerk, acting on behalf of the City, shall execute the Agreement and provide a copy to the Successful Bidder.

The City will request the Successful Bidder's services on an as-needed basis, as determined by the City.

2.7 SPECIFIC REQUIREMENTS IN AGREEMENT

The terms and conditions contained in this Solicitation shall govern the City's competitive procurement process. However, after the City and the Successful Bidder execute the Agreement, the parties shall be governed solely by the terms and conditions set forth in the Agreement.

2.8 INSURANCE

Each Bidder must provide proof of its ability to obtain insurance complying with the requirements specified in the Agreement. At a minimum, each Bidder shall submit an "Information Only Accord Certificate" demonstrating the Bidder's ability to obtain the required

level of insurance. Certificates of insurance complying with the requirements in the Agreement do not need to be submitted with the Bid; however, certificates of insurance will be required before the City executed the Agreement with the Successful Bidder. The Successful Bidder submit, prior to the singing the Agreement, Certificates of Insurance naming the City of Hialeah as an additional insured for the insurance required by this Solicitation. The Successful Bidder must ensure that all required insurance coverage remains current and in effect throughout the remainder of the term of the Agreement.

All insurers must satisfy the applicable requirements set forth in Forms 3 and 4 of this Solicitation. The City's risk management officer must review and approve the insurers and the certificates of insurance before the City executes the Agreement with the Successful Bidder.

2.9 INDEMNIFICATION OF CITY

The Successful Bidder, for itself, and for its officers, directors, employees, subcontractors, agents, representatives, successors, assigns, and any other individual or entity who may attempt to sue or be sued on the Successful Bidder's behalf, hereby unequivocally agrees to protect, defend, indemnify, forever discharge, release, waive and hold harmless the City, its officers, whether elected or appointed, directors, employees, attorneys, contractors, agents, representatives, and all other persons, entities, organizations and corporations affiliated therewith (all of whom collectively constitute the "City's Released Parties"), from and against any and all claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and from any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, claim for royalties, or any other liability, loss, cost or expense of whatever kind and premised on whatsoever theory of liability (all of which collectively constitute "Claims"), arising out of, resulting from, relating to, incidental to, or in any way connected to the work agreed to or performed by the Successful Bidder under the Agreement. The obligation of the Successful Bidder under this Section is absolute and unconditional; to the extent allowed by applicable law or not otherwise prohibited, it is not conditioned in any way on any attempt by a City's Released Parties to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Successful Bidder might have against the City's Released Parties

If a City's Released Parties requests that the Successful Bidder defend it with respect to any legal proceeding for which the City's Released Parties are entitled to indemnification under this Section, the City's Released Parties may participate in the defense at the Successful Bidder's sole cost and expense. The Successful Bidder shall advance or promptly reimburse to a City's Released Parties any and all costs and expenses incurred by the City's Released Parties in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City's Released Parties are entitled to indemnification under this Section, whether or not the City's Released Parties is a party or potential party to it.

2.10 BID BOND/PERFORMANCE BOND

No Bid Bond or Performance Bond will be required pursuant to this Solicitation.

2.11 CONFLICTS OF INTEREST

The City's conflict of interest guidelines are contained in Article IV of the City Code, as amended, and the guidelines shall apply to any Bid submitted in response to this Solicitation. Each Bidder, City employee, Council member, and the Mayor also must comply with any applicable requirements set forth in Section 2-11.1 (Conflict of Interest and Code of Ethics Ordinance) of the Miami-Dade County Code of Ordinances. Bidders should be aware that no Person under the City's employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation may have any personal financial interest, directly or indirectly, with any vendor providing professional services on work assigned to the Bidder, except as fully disclosed to and approved by the City. No Person having such an interest shall be employed by the Bidder to work on this project.

2.12 BID CONDITIONS

2.12.1 THE CITY'S RIGHTS

In its sole and absolute discretion, the City may: reject any or all Bids; cancel and re-advertise this ITB; postpone or cancel this ITB process at any time; or waive any minor irregularities in this ITB or in any Bid received by the City.

The City shall have the sole and absolute discretion to determine: the manner and extent to which the City will investigate a Bidder's qualifications; whether a Bidder is responsive or responsible; whether a Bidder will be awarded the Agreement; and whether any award will be made as a result of this ITB. In addition to these rights, the City reserves unto itself all other rights, privileges and immunities provided by law.

In no event will any successful challenger of any decision taken by the City in this procurement process be automatically entitled to an award of the Agreement.

The submittal of a Bid shall constitute an offer by the Bidder to provide the services described in this ITB, subject to and in compliance with the requirements in the Agreement.

BY SUBMITTING A BID, EACH BIDDER ACKNOWLEDGES AND AGREES THAT THE BIDDER ACCEPTS ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS IMPOSED ON THE BIDDER IN THIS SOLICITATION.

2.12.2 RULES, REGULATIONS, AND REQUIREMENTS

Each Bidder shall comply with all applicable law, including but not limited to all local, state, and federal laws, ordinances, and regulations applicable to this ITB and the services required in the Agreement.

2.12.3 CHANGE OF BID

Any Bidder that wishes to change his/her Bid must do so in writing prior to the deadline for submitting Bids. Any request for changes to a Bid must be delivered to the City prior to the deadline for submitting Bids. The Bidder's name, the title of this ITB, and this ITB number shall appear on the document requesting a change to the Bid.

2.12.4 WITHDRAWAL OF BID

A Bid may be withdrawn prior to the deadline for submitting Bids to the City under this ITB. Any Bid that is not withdrawn in time shall constitute an irrevocable offer to provide the services requested herein. The offer shall remain in effect for the period of one hundred eighty (180) days after the deadline for submitting the Bid.

2.12.5 CONTRACT AWARD

If the City decides to award its work to a Bidder, the Bidder shall be required to sign the Agreement that is attached to this Solicitation, and the Bidder shall deliver the signed Agreement to the City Clerk, within seven (7) days after the City awards the work.

2.13 VENDOR REGISTRATION

The Successful Bidder shall register with the City as a vendor and shall remain registered with the City throughout the term of the Agreement. By submitting a Bid in response to this Solicitation, the Bidder confirms that it is knowledgeable about and will comply with the City's procurement procedures and the City's Code of Ordinances.

2.14 PUBLIC RECORDS AND DISCLOSURE REQUIREMENTS

The City is subject to Florida's public records laws. Bids submitted to the City pursuant to this Solicitation are exempt from public disclosure until such time as the City provides notice of an intended decision or until thirty (30) days after the Bids are opened, whichever is earlier. Accordingly, each Bidder should assume that all of the information contained in its Bid will become a public record and be available for public review. The City shall not be liable or responsible for the disclosure of any materials submitted to the City in response to this Solicitation. However, Florida law provides certain exemptions to its disclosure requirements. If a Bidder believes that some specific information in its Bid is exempt from disclosure under Florida law, the Bidder must label such information as confidential, cite the applicable law that justifies non-disclosure of the Bidder's information, and request in writing that the City keep such information confidential. The City reserves its right to make any determination about the applicability of the public records law.

2.15 REFERENCES AND SUBCONTRACTORS

Each Bid must be accompanied by a list of three (3) references who will confirm that the Bidder has performed work for their communities that satisfied the minimum requirements in Section 2.2.2, above. **A BID WILL NOT BE CONSIDERED WITHOUT THIS LIST**. It is the responsibility of the Bidder to confirm that the contact person will be responsive to the City's inquires. The Bidder's references must be identified in Chapter 4.A of the Bid, as described in Section 4.6 (Chapter 4.A), below.

The Bidder shall not sub-contract, or enter into any sub-contracting agreements pertaining to this contract, without obtaining approval from the City.

Nevertheless, each Bidder also must complete Form 2 ("Subcontractors") and submit the form in the Bidder's Qualifications Package. As part of Form 2, each Bidder must provide the City with the name, address and telephone number of each subcontractor the Bidder plans to use, as well as a clear description of the work the Bidder will assign to subcontractors, and the percentage of the overall work that will be performed by subcontractors.

2.16 COMPLETE SERVICES REQUIRED

The Agreement describes the services required by the City. However, the City's failure to specifically list any item of work in the Agreement shall not relieve the Successful Bidder of its

responsibility to furnish all of the services and perform all of the work required to complete all of the tasks identified in the Agreement.

2.17 BID SUBMITTAL/ADDENDUMS

Each Bid submitted to the City must include all of the completed Bid forms and all of the information requested in the Bid forms and this Solicitation. Bids may be considered "non-responsive" if the required information is not submitted with the Bid.

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to determine whether any addendums to this Solicitation were issued by the City's Purchasing Department. It is the responsibility of the Bidder to ensure all addenda have been received prior to submitting a Bid.

2.18 GROUNDS FOR REJECTING BIDS

Bids found to be non-responsive may not be considered. A Bid may be found to be non-responsive because, among other things, the Bidder: failed to utilize or complete the required forms; failed to provide any information requested by the City; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; or provided improper or undated signatures. The City's grounds for rejecting Bids include, but are not limited to, evidence of: collusion among Bidders; a lack of experience, expertise, or other qualifications to perform the required work; a submission of more than one Bid by any Person under the same or different names; the failure to perform satisfactorily or meet financial obligations on previous contracts; the employment of unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; the listing of a Bidder on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects; or the listing of a Bidder on Miami-Dade County's Debarred Contractor's List. In addition, Bids will be rejected if the Bids are not delivered to the City's Purchasing Department on or before the date and time specified for the submittal of the Bid.

2.19 LATE SUBMISSIONS

The City will not accept Bids received after the deadline designated in Section 2.3 of this ITB. The City encourages the early submittal of Bids.

2.20 BID OPENING

The names of the Bidders will be read aloud in the Council Chambers, which is located on the 3rd floor of City Hall, 501 Palm Avenue, Hialeah, FL 33010, promptly after the deadline for submitting Bids. A list of Bidders shall be available from the City Clerk's Office within 24 hours after the deadline for submitting Bids. All timely submitted Bids will be then forwarded to City of Hialeah Fire Department Assistant Chief of Administration to determine whether the Bidder is qualified, responsive and responsible, and make recommendation the Agreement based on the terms of this Solicitation.

2.21 NO WARRANTY CONCERNING CITY DATA

The data contained in this ITB, and any data that may be provided by an employee or agent of the City, are presented to the Bidders as a convenience only. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in this ITB or any other

document. Bidders shall make no claim against the City because of any such data that proves to be erroneous in any respect. **EACH BIDDER SHALL BE SOLELY RESPONSIBLE FOR DETERMINING ALL OF THE RELEVANT FACTS THAT MAY AFFECT ITS BID.**

2.22 OBJECTIONS AND PROTESTS

Pursuant to Section 2-815.1 of the City Code, any responsive and responsible Bidder that is aggrieved in connection with this Solicitation or the proposed award of the Agreement may file a written protest with the City Clerk within seven (7) days after the date that the City Council awards the Agreement. Any protest shall be handled pursuant to Section 2-815.1 of the City Code.

2.23 COST OF BID PREPARATION

Each Bidder assumes all risks and shall pay all expenses associated with the preparation and submittal of a Bid in response to this ITB. The City shall not be liable for any expenses incurred by the Bidder when responding to this ITB, including but not limited to the cost of travel, site visits, and making presentations to the City.

END OF SECTION 2.0

SECTION 3.0
SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

3.1 TERM OF CONTRACT

The term of the Agreement shall be for a period of three (3) years, beginning when the City executes the Agreement ("Initial Term"). The City may renew the Agreement for two (2) consecutive one-year terms ("Renewal Term"), conditioned upon the Successful Bidder's satisfactory performance of its duties and responsibilities under the Agreement, and upon a determination that renewal will be in the best interest of the City.

3.2 GENERAL SCOPE OF SERVICES

The objective of this ITB is to secure the services of a qualified, experienced and reliable supplier that will supply the City, promptly and efficiently, with medical grade oxygen (O_2), and at the lowest price, in compliance with industry standards, federal, state and local requirements and the terms, conditions and specifications of this Solicitation.

The Successful Bidder must have the capability to furnish all labor, equipment, materials and services required to supply medical grade oxygen (O_2) to a minimum of eight (8) City of Hialeah Fire Department Stations during non-emergency and emergency situations. The frequency and quantity of cylinders to be delivered under the Agreement will be determined by the City. This determination will be set forth in writing in appropriate purchase orders. The Successful Bidder must also have the capability to provide the necessary bonds and insurance.

The Agreement to be awarded under this ITB will be on an as needed when needed basis, which will be subject to the specific purchase orders. No compensation will accrue or be paid to the Successful Bidder unless a purchase order has been issued and the product has been delivered and accepted by the City.

3.3 TECHNICAL SPECIFICATIONS

3.3.1 GAS PURITY: The Successful Bidder must provide a certificate of analysis, upon request, for the oxygen supplied. The certificate must state the type of analysis performed and its lowest detectable limits. Purity of oxygen must be stated in either weight percent or volume percent and the units stipulated.

3.3.2 CYLINDERS:

(a) Cylinders shall have the approved American National Standard Compressed Gas Cylinder Valve Outlet and Inlet Connections as specified by OSHA for each gas used. All valves must be functioning properly at the time of delivery.

(b) All cylinders shall be clearly labeled with all applicable current inspection certifications in accordance with OSHA and the US DOT. The Successful Bidder shall provide written guarantees on the integrity of the cylinders and the mixtures and purity of the oxygen offered. This information must be provided with the product specifications sheet in accordance with the best industry standards and practices.

(c) In the event the cylinders do not meet the criteria, the Successful Bidder shall be responsible for the repair and/or replacement of the cylinders at no additional cost to the City.

(d) The Successful Bidder shall inspect the condition of each cylinder prior to refilling; any cylinder that is unsuitable for refilling shall not be delivered.

(e) The Successful Bidder is responsible for filling the cylinders to the maximum capacity allowable by the manufacturer. In the event an odd size cylinder not listed needs to be refilled, the Successful Bidder will charge the standard cost per cubic foot of the gas requested.

(f) Cylinders that have exceeded their authorized service life shall be removed from City property by the Successful Bidder and may be properly transported for reprocessing or disposal of the cylinder's contents. Prior approval for cylinder removal shall be obtained from the authorized City representative.

(g) All refilling of cylinders, repairs, and tests shall conform to applicable sections of the NFPA standards and adhere to OSHA, EPA and any other applicable federal, state and local guidelines. Maintenance and refilling of cylinders shall be performed by qualified/certified and licensed personnel.

(h) Successful Bidder shall properly classify, describe, package, label and mark the cylinders containing medical grade oxygen (O_2), and make sure it is in proper condition for transportation in accordance with the applicable regulations of the Florida Department of Transportation.

3.3.3 HYDROSTATIC TESTING: Hydrostatic testing shall be performed on all cylinders prior to delivery and certified for a minimum of three (3) years. The Successful Bidder shall apply the appropriate certification seal to all cylinders tested. Hydrostatic testing shall be performed on oxygen cylinders by the Successful Bidder within sixty (60) days prior to delivery. The Successful Bidder shall be responsible for furnishing, repairing and hydrostatic testing of all cylinders at no cost to the City. In addition, the Successful Bidder shall indicate cylinder numbers on their invoices and not a gas type code.

3.4 DELIVERY

The Successful Bidder shall deliver, unload and set in place all cylinders at the locations included in Section 3.4.1 below:

3.4.1 LOCATIONS

This list of facilities may be modified by adding or removing facilities when such service is no longer needed during the contract period.

CITY OF HIALEAH FIRE DEPARTMENT	
STATION NO.	**ADDRESS**
1	93 East 5th Street, Hialeah, Fl.
2	4200 East 8th Avenue, Hialeah, Fl.
3	800 West 49th Street, Hialeah, Fl.
4	251 E 12th Avenue, Hialeah, Fl.
5	1197 West 74th Street, Hialeah, Fl.
6	780 West 25th Street, Hialeah, Fl.
7	7590 West 24th Avenue, Hialeah, Fl.
8	5405 West 18th Avenue, Hialeah, Fl.

3.4.2 TIMELY DELIVERY

(a) The Bidder is required to provide on a per order basis the cost of delivery for each location, which shall be included in the "Delivery Fees" section of Appendix C-1. Failure to do so may be cause for rejection of the Bid. The Bidder shall make non-emergency deliveries within two (2) calendar days after the date of the order or later as specified on the purchase order to the Fire station placing the order or any other location specified in the purchase order. Time will be of the essence for any orders placed as a result of this Solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time specified. Non-emergency deliveries are to be made during regular City business hours (8:30 a.m. to 5:00 p.m. Monday through Friday, excluding City observed holidays) unless otherwise specified in the Agreement.

(b) In the event of an emergency, the Bidder shall be available to provide medical grade oxygen on a daily basis seven (7) days per week (Monday through Sunday), twenty-four hours a day.

(c) All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Bidder; except in such cases where the delivery will be delayed due to acts of God, nature, strikes, or other causes beyond the control of the Bidder. Under these circumstances, the Bidder shall notify the City of the delays in advance of the original delivery date so that the City can appropriately consider a revised delivery schedule. The City will not allow any late deliveries attributed to product back order or an increase in price as a result thereof.

3.5 PRICE ADJUSTMENT

The initial contract prices resulting from this Solicitation shall prevail during the Initial Term of the Agreement. Prior to each Renewal Term, the City may consider an adjustment to price effective the next contract year based on changes in the Consumer Price Index for All Urban

effective the next contract year based on changes in the Consumer Price Index for All Urban Consumer, All Items, Miami, Fort Lauderdale Area, not to exceed maximum of three percent (3%) for each unit price for each Renewal Term. The price adjustment must be requested by the Successful Bidder within ninety (90) days prior to the expiration of the contract year in effect, if not, at the discretion of the City, the unit prices then in effect will remain the same.

3.6 ACCEPTANCE OF PRODUCT BY CITY

The product(s) to be provided hereunder shall be delivered to the City in full compliance with the specifications and requirements set forth in this Solicitation. All products will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance, appropriate invoicing, and warranty conditions. If a Bidder provides products that do not meet the specifications and requirements of this Solicitation, prior to acceptance, the item will be returned to Successful Bidder at Bidder's expense. At the City's discretion, the Successful Bidder shall either provide a direct replacement for the item, or full credit for the returned item at no additional charge.

3.7 QUALITY AND MANUFACTURE

All items to be purchased under this contract shall be in accordance with all governmental standards, including but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). All gas cylinder labeling must meet US Department of Transportation (DOT) and Occupational Safety and health Standards (OSHA) Regulations and specifications, including but not limited to legible markings and proper color coding of cylinders for the purpose of identifying the gas content with either the chemical or trade name of the gas. Such markings shall be by means of stenciling, stamping or labeling, and shall not be readily removable.

Specifications, brands and manufacturers' names, where given, are to establish product type and quality required. Any equal thereto will be considered, subject to the approval of the City. All materials shall be new, of current manufacture, and shall carry standard warranties. No substitutions shall be allowed after the Bid is awarded unless so authorized by the City. During the term of the contract, samples of delivered items may be randomly selected and tested for compliance with these specifications. If it is found that the delivered item does not conform to the specifications, the City shall require replacement within two (2) calendar days.

3.9 ADDITIONAL LOCATIONS/DELETION OF LOCATIONS

Although this Solicitation identifies specific locations to be serviced, it is hereby agreed and understood that any facility may be added or deleted, at the discretion of the City. The Successful Bidder will be required to maintain its current per unit pricing for the additional location(s).

3.10 UNAUTHORIZED WORK OR DELIVERY OF GOODS

Neither the Successful Bidder nor any of its employees shall perform any services or deliver any goods unless a purchase order is issued and received by the Successful Bidder. The Successful Bidder shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

3.10 EMERGENCY SERVICE

In the event a state of emergency is declared by Miami-Dade County, or any other government entity including the City, the Successful Bidder shall provide twenty-four (24) hour service for emergency delivery to all City Fire stations. Successful Bidder shall provide emergency contact information. Delivery shall be made throughout the duration of the state of emergency within twenty-four (24) hours of notification by the City. Successful Bidder may be required to maintain its current pricing for the duration of the state of emergency. The Successful Bidder shall coordinate efforts with the City in delivering services outside the normal schedule as required under this Solicitation.

3.11 MAINTENANCE/ MINOR REPAIRS

3.11.1 Unless otherwise purchased, cylinders shall remain the property of the Successful Bidder and therefore the Successful Bidder shall be solely responsible, at its own cost, to maintain the cylinders in safe, working condition in accordance with the industry, federal, state and local standards and regulations.

3.11.2 In the event that a cylinder is lost or damaged due to the negligent or intentional acts of the City, the City shall pay the Successful Bidder a replacement price not to exceed the normal wholesale price for replacement of cylinders.

END OF SECTION 3.0

SECTION 4.0
INSTRUCTIONS FOR PREPARING A BID

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID BEING SUBMITTED IS COMPLETE AND ADDRESSES ALL OF THE REQUIREMENTS SET FORTH IN THIS ITB.

PLEASE READ THE ENTIRE SOLICITATION CAREFULLY BEFORE SUBMITTING A BID.

4.1 GENERAL INSTRUCTIONS

Bidders should carefully follow the format and instructions outlined in this Section 4, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" paper, paginated and separated by tabs to identify each required section. Each Bid shall be neatly typed in a font no smaller than a size 12 with normal margins and spacing. All documents and information must be fully completed and signed as required.

Please be concise in all responses. If any category is NOT APPLICABLE, expressly state that it is not applicable. Bids that do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

4.2 COPIES OF BID

Please submit an original Bid and clearly mark the "Original" as such. Five (5) complete, signed, paper copies of the original Bid also must be submitted and each should be clearly marked as "Copy". In addition, one complete copy of the original signed Bid must be submitted to the City in an electronic (digital) format, in an Adobe (pdf) file, on a compact disk (CD), DVD, or USB Flash Drive. The CD, DVD, or USB Flash Drive must be clearly labeled with the Bidder's name, the Solicitation number, and the Solicitation title. If any one of the copies is incomplete, the Bid may be deemed non-responsive.

4.3 SUBMISSION OF BID PACKAGE

Each Bid shall be submitted in two (2) separate sealed envelopes or other secured packaging; one (1) sealed envelope shall be labeled the "Qualifications Package" and the other sealed envelope shall be labeled "Cost Package". The original and the copies of the Qualifications Package may be submitted in one envelope or package. The original and the copies of the Cost Package also may be submitted in one envelope, but not in the envelope containing the Qualifications Package.

The outside of each sealed envelope or package must clearly indicate the name and number of this Solicitation (i.e., Medical Grade Oxygen (O2); ITB Number: 2015/16-2000-36-001); the Bidder's name and address; and the name and telephone number of the Bidder's contact person. Each envelope shall be marked as either the Qualifications Package or the Cost Package. All of the forms, appendices, and other information provided by the Bidder shall be placed in the Qualifications Package, <u>except</u> for Appendix C (Cost Proposal- per Unit) and Appendix C-1 (Cost Proposal- Per Order) which shall be placed in the Cost Package.

Bids shall be delivered no later than the time and date specified in the Solicitation Timetable (Section 2.3). After the deadline for submitting Bids, the Bid Packages will be opened and read in the Council Chambers by the Purchasing Department Director.

BIDS RECEIVED AFTER THE DEADLINE SPECIFIED IN THE SOLICITATION TIMETABLE WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Each Bid must be delivered to the City of Hialeah, Office of the City Clerk, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

4.4 TABBING OF SECTIONS

Each section of the Bid shall be separated by a physical tab or divider to insure that necessary documents are not overlooked. You may label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you should put "Not Applicable" on the tab divider page or on a sheet of paper.

4.5 COST PACKAGE

The Cost Package shall contain the Cost Proposal Forms that are contained in Appendix C and Appendix C-1 to this Solicitation. In Appendix C (Cost Proposal- per unit), the Bidder shall identify the monthly rental rates per unit, the refilling fees per unit and any other applicable fee per unit. . In Appendix C-1 (Cost Proposal- per order), the Bidder shall identify the cost of delivery for each station and any other applicable fee on a per order basis. These are the only documents that need to be included in the Cost Package.

4.6 QUALIFICATIONS PACKAGE

The Qualifications Package shall contain all of the information and forms requested in this ITB, except the form required for the Cost Package. The Qualifications Package shall be prepared in the following sequence and format:

CHAPTER 1 – LETTER OF INTENT

Each Bidder shall submit a letter of intent, which shall be signed by an officer of the company or other Person authorized to commit the Bidder to the terms presented in its Bid. The letter of intent must expressly state that the Bidder will provide the services requested in the ITB, in compliance with the terms in the Agreement, for the prices submitted with the Bid.

CHAPTER 2 – STATEMENT OF ORGANIZATION

Each Bidder shall provide information concerning the Bidder's basic organizational structure by completing Form 1. A Bidder may provide any additional information that will assist the City in understanding the Bidder's organization.

Each Bidder must submit a certificate or other appropriate documentation demonstrating that: (a) the Bidder is authorized or otherwise approved to conduct business in the State of Florida; and (b) if the Bidder is a corporation or limited liability corporation, the corporation is in good standing. Further, the Bidder shall submit a certificate, resolution, or other documentation confirming that the Person signing the City's forms is duly authorized to bind the Bidder to the terms in its Bid.

Each Bidder must state whether it currently is a registered vendor in the City of Hialeah. If the Bidder currently is registered, please submit the vendor's registration number issued by the City of Hialeah or other documentation to demonstrate that the Bidder is

authorized to conduct business in the City. The Bidder should include the location of its offices, particularly the office that would oversee this Agreement.

CHAPTER 3 – SUBCONTRACTORS

Each Bidder must identify each subcontractor (if any) that the Bidder intends to use under this ITB. The Bidder must complete Form 2, which is attached hereto, concerning its subcontractors. Among other things, the Bidder must describe the services to be provided by each subcontractor and demonstrate that the subcontractor is qualified to provide such services.

CHAPTER 4 – EXPERIENCE

A. Each Bidder must provide a list of reference clients that will confirm the Bidder has worked on a minimum of three (3) contracts within the last five (5) years, in which the Bidder supplied Florida cities, counties or other Florida governmental agencies of comparable population to the City of Hialeah with medical grade oxygen (O_2). Each Bid shall include the names of the reference communities, the name of a contact person in each reference community, and the telephone number and e-mail address (if available) of each contact person. NO BID WILL BE CONSIDERED WITHOUT THIS LIST.

C. Each Bidder must describe all of the contracts it has handled in the last five (5) years involving the supply of medical grade oxygen (O_2). For each such contract, including those identified in Section A above, the Bidder must provide the following information:

1. The name, telephone number, and email address (if available) for your client's contact person or representative for each contract;

2. A narrative description of the services performed;

4. Total number of cylinder s of medical grade oxygen (O_2) provided per contract and frequency in which said cylinder s were filled;

4. Duration of the contract;

5. The total dollar amount of your contract.

D. Each Bidder must identify each city and county in Florida that currently has a contract with the Bidder for supply of medical grade oxygen (O_2). For each of these cities and counties, please provide the name, telephone number, and e-mail address (if available) of the contact person for that city or county.

E. Each Bidder must disclose whether any of the contracts listed as part of Section C above, has been terminated or suspended. Bidder should include a brief explanation as to said termination or suspension, including, without limitation, whether the contract was terminated for convenience or default.

E. Each Bidder should identify any applicable certification it has received.

F. Each Bidder is encouraged to provide additional information about other contracts that demonstrate the Bidder has the experience to provide all of the services required under the Agreement.

CHAPTER 5 – CAPACITY TO PERFORM

Each Bidder must provide information demonstrating that the Bidder will be able to dedicate sufficient personnel, inventory, certifications and other resources to perform the work required under the Agreement.

Each Bidder must identify and describe the resources it has available to serve the City. If the Bidder will be utilizing a third party distributor or manufacturer as the source of supply for obtaining and delivering the product required pursuant to this Solicitation, the Bidder shall supply a copy of the its agreement with the supplier with the Bid. The information contained in such agreement(s) shall include, but not limited to shipping, delivery terms, packaging requirements, and product specification sheets for the product offered in accordance with the best industry standard and practices.

CHAPTER 6 – APPROACH TO CITY'S WORK

Each Bid must include a description of the systematic approach and actions to be taken to provide the services requested under the Agreement. This systematic approach must describe, at a minimum, the established procedure and Bidder's capability to process orders, including emergency orders, perform maintenance, required testing and repairs, respond to complaints, and address disputes. The Bidder shall describe delivery process, response time, and location from which the Bidder will perform the services pursuant to the requirements of the Agreement.

The Bidder must create a sample invoice for services rendered on the preceding month that will include all applicable costs and fees. For the purposes of responding to this request for information, each Bidder should assume hypothetically that the City will issue a purchase order for stations 1, 2 and 3, requiring 4 cylinders (Oxygen, USP, size "M") and 4 cylinders (Oxygen, USP, size "H") for each of these three stations, and each cylinder for each station will be serviced/refilled twice a month. The applicable costs and fees must be consistent with the costs and fees included in Appendix C and Appendix C-1, respectively. The hypothetical invoice should illustrate how the rates reflected in Appendix C and Appendix C-1 will be invoiced per purchase order.

CHAPTER 7 – BANKRUPTCY MATTERS

Each Bidder must identify any pending or threatened bankruptcy proceeding involving the Bidder, its parent, a subsidiary, or an affiliate. The Bidder also must identify any bankruptcy proceedings that involved the Bidder, its parent, a subsidiary, or an affiliate that were filed or pending on or after January 1, 2011. If the Bidder has been involved in any such proceeding, the Bidder should describe the basic facts concerning such proceeding.

CHAPTER 8 – FINANCIAL RESOURCES

Each Bidder shall provide the City with copies of their audited financial statements for the last two (2) years. If the Bidder does not have audited financial statements, the

Bidder may substitute non-audited financial statements and completed federal tax returns for the last two (2) years. Publicly traded corporations may provide pertinent copies of, or an electronic link to, the corporation's annual financial reports, annual audits, and similar filings with the U.S. Securities and Exchange Commission.

In all cases, the Bidder must provide a balance sheet, an income statement, and a statement of cash flow, or other documents demonstrating that the Bidder has the financial resources necessary to provide the services contemplated by this ITB.

Each Bidder also must provide: (a) information concerning their lines of credit, including the total amount of all lines of credit and the amount currently available; and (b) one or more letters of reference from lenders or other financial institutions that can attest to the creditworthiness of the Bidder and their willingness to do business with the Bidder.

Pursuant to the Florida Public Records Law, all of the financial information provided to the City, as well as all of the other information submitted with the Bidder's Bid, will be available for public inspection after the Bids are opened, except as provided in Sections 119.071(1)(b) and 286.0113, Florida Statutes. See Section 2.14, above.

CHAPTER 9 – INSURANCE REQUIREMENTS

Each Bidder shall provide an "Information Only ACORD Certificate" in their Bid, with the City (ITB No. 2015-16-2000-36-001) as the Certificate Holder, demonstrating the Bidder's ability to obtain the required types and levels of insurance, as specified in Form 3 and Form 4, below. Unless otherwise provided in writing by the Bidder in their Bid, the ACORD certificate shall be issued by a company or companies authorized or otherwise approved to do business under the laws of the State of Florida.

CHAPTER 10 – LITIGATION HISTORY

Each Bidder shall identify each case in the last ten years (i.e., on or after January 1, 2006) where:

(a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Bidder, if such proceeding arises from or is related to a dispute concerning the Bidder's rights, remedies or duties under a contract with a city, county, or other governmental entity for the supply of medical grade oxygen (O_2);

(b) a city, county, or other governmental entity terminated a contract with the Bidder concerning the supply of medical grade oxygen (O_2); or

(c) administrative fines, liquidated damages, civil penalties, or other penalties (collectively "penalties") were assessed against or deducted from the Bidder's payments under a contract with a city, county, or governmental entity for the supply of medical grade oxygen (O_2).

Each Bidder also shall identify each instance in which the Bidder paid more than ten thousand dollars ($10,000) to settle a dispute with a governmental entity concerning the Bidder's performance under a contract for the supply of medical grade oxygen (O_2), and such payment occurred on or after January 1, 2006. The Bidder shall identify each such

settlement agreement, and the amount paid by the Bidder, unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence.

For each case identified pursuant to this Chapter 10, the Bidder must describe the basic facts concerning the case, including the names of the parties and the current status of the case.

Each Bidder must disclose whether the Bidder, or any of its owners, officers, subsidiaries, or affiliates have been excluded, disqualified, or disbarred by any federal, state or local government or agency since January 1, 2006.

Each Bidder must disclose whether the Bidder, or any of its owners, officers, subsidiaries, or affiliates have in the last ten (10) years (i.e., on or after January 1, 2006): failed to qualify as a responsive Bidder for the supply of medical grade oxygen (O_2); or refused to enter into a contract for the supply of medical grade oxygen (O_2) after an award had been made to the Bidder; or failed to complete a contract for the supply of medical grade oxygen (O_2); or been declared to be in default in any contract for the supply of medical grade oxygen (O_2). If any of these events have occurred, the Bidder should provide additional information to explain the basic facts concerning such event.

CHAPTER 11 – CRIMINAL CONVICTIONS, ENVIRONMENTAL VIOLATIONS, AND PUBLIC ENTITY CRIMES

Each Bidder must provide a summary of each criminal conviction of the Bidder, or any of its owners, officers, subsidiaries, or affiliates the supply of medical grade oxygen (O_2), that occurred on or after January 1, 2006. For the purposes of this Section 4.6, Chapter 11, any Person who pleads "guilty" or "nolo contendere" or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

Each Bidder also must provide a summary of each investigation or notice of violation initiated against the Bidder, or any of its owners, officers, subsidiaries, or affiliates by a local, state, or federal agency with regulatory jurisdiction over any aspect of the Bidder's operations on or after January 1, 2006 concerning an alleged or actual violation of applicable law.

Each Bidder must complete and submit Form 5, which is included in Section 5 of this ITB. Form 5 is the Public Entity Crimes Affidavit. Form 5 must be notarized (i.e., signed in the presence of a Notary Public or other official).

CHAPTER 12 – BIDDER'S NON-COLLUSION CERTIFICATION

Each Bidder must complete and execute the Non-Collusion Affidavit (Form 6), which is included in Section 5 of this ITB. Form 6 must be notarized.

CHAPTER 13 – CONFLICT OF INTEREST AND ETHICS

Each Bidder must confirm that the Bidder does not violate any of the following conflict of interest provisions:

(a) To the best of its knowledge, no officer, director, agent, or employee of the Bidder, or any relative of an officer, director, agent, or employee of the Bidder, is also an employee of the City.

(b) To the best of its knowledge, no City employee owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its subsidiaries or affiliates.

(c) The Bidder does not own or have a financial interest in more than ten percent (10%) of any other Bidder, regardless of whether such ownership is direct or through a parent, subsidiary, or holding company of any other business entity.

Each Bidder shall list and describe any professional or financial relationship that it has or had with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units, during the past five (5) years (i.e., since January 1, 2011), together with a statement explaining why such relationships do not constitute a conflict of interest relative to the services sought in this ITB. The list of professional relationships should include any contracts between the Bidder and the City. Please note that such relationships, standing alone, do not qualify or disqualify a Bidder. The Bidder shall have an on-going obligation to give the Purchasing Director prompt written notice of any other professional or financial relationships that it enters into with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units before the Agreement is executed.

Each Bidder must list all relationships that present potential, actual or perceived conflicts of interest in connection with the Bidder's potential work under this Solicitation. With regard to each such conflict, please provide a brief explanation of the facts and issues involved in the potential conflict. If the Bidder is not aware of any potential conflict, the Bidder should state there are no such conflicts.

The City wishes to ensure that the members of the Evaluation Committee do not have any relationship with a Bidder that would constitute a conflict of interest. Accordingly, each Bidder must identify all Persons that are involved with this Solicitation on behalf of the Bidder. In addition to the representatives previously addressed by the Bidder in their response to this Solicitation, please identify the names of any Person serving as the Bidder's lawyer, lobbyist, or public relations representative with regard to this Solicitation. The Bidder also must promptly notify the City Clerk in writing if any Person is added to this list after the submittal of the Bid.

If the Bidder is participating in any discussions concerning a merger, acquisition, partnership, or assignment of the Agreement, please identify the other Person(s) that may be participating in the work performed under the Agreement.

CHAPTER 14 – DRUG-FREE WORKPLACE CERTIFICATION

Each Bidder shall certify that it has implemented a drug-free workplace program. A signed certification of compliance (Form 7 in Section 5 of this ITB) must be submitted with the Bid.

CHAPTER 15 – ACKNOWLEDGMENT OF ADDENDA

Each Bidder shall complete and sign the Acknowledgement of Addenda form (Form 8 in Section 5 of this ITB) and shall include the form in the Bid. In the event any Bidder fails to acknowledge receipt of such addenda, their Bid shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of the Bid shall constitute the Bidder's acknowledgment of receipt of all addenda, whether or not actually received by the Bidder.

CHAPTER 16 – CERTIFICATION TO ACCURACY OF BID

Each Bidder shall certify and attest, by executing Form 9 (Section 5 of this ITB), that all forms, affidavits and documents the Bidder has enclosed in the Bid are true and accurate. If the Bidder fails to attest to the truth and accuracy of such forms, affidavits and documents, the Bid shall be deemed non-responsive and it will not be considered. Form 9 must be notarized.

CHAPTER 17 – BIDDER'S ACKNOWLEDGMENT

Each Bidder must execute and submit Form 10, which is entitled "Bidder's Acknowledgment."

CHAPTER 18 – DISCLOSURE AFFIDAVIT

Each Bidder must complete and submit Form 11, which is entitled "City of Hialeah Disclosure Affidavit."

CHAPTER 19 – ASSIGNMENT OF ANTITRUST CLAIMS

Each Bidder must complete and submit Form 12, which is entitled "Assignment of Antitrust Claims."

CHAPTER 20 – APPENDIX A

Each Bidder must complete and submit the "Bid Submittal Form" contained in Appendix A of this ITB.

CHAPTER 21 – SUBMITTAL CHECKLIST

Each Bidder must complete and submit the "Submittal Checklist" contained in Appendix B of this ITB.

4.7 CONTRACT FORMS AND APPENDICES

The City's forms and appendices are contained in Section 5 of this ITB. The following forms and appendices must be submitted in the following order in the Qualifications Package:

Appendix A	Bid Submittal Form
Appendix B	Submittal Checklist
Form 1	Bidder's Statement of Organization

Form 2	Subcontractors
Form 3	Insurance Requirements
Form 4	Insurance Check List
Form 5	Public Entity Crimes Affidavit
Form 6	Non-Collusion Affidavit
Form 7	Drug-Free Workplace
Form 8	Acknowledgment of Addenda
Form 9	Certification to Accuracy of Bid
Form 10	Bidder's Acknowledgement
Form 11	City of Hialeah Disclosure Affidavit
Form 12	Assignment of Antitrust Claims

The following form and appendix must be submitted in the Cost Package:

Appendix C	Cost Proposal – per unit
Appendix C-1	Cost Proposal – per order

Each form and appendix must be filled in completely, signed, and notarized. E-mailed forms will NOT be accepted.

END OF SECTION 4.0

SECTION 5.0
FORMS AND APPENDICES

Form 1. Bidder's Statement of Organization

1. Full Name of Bidder's Business:

_____

2. Bidder's Principal Business Address:

_____

_____

_____

3. Name, phone number, and e-mail address of Bidder's representative:

_____

_____

_____

4. Form of Bidder's Business (e.g., Corporation, Partnership, Joint Venture, Other):

_____

5. If Bidder is a partnership, please indicate the following:

   (a) Date of organization: _____

   (b) General or Limited Partnership _____

   (c) If a Limited Partnership, identify the general partners: _____

   _____

   (d) Provide the name and address of each partner:

Name	Address	Title

6. If Bidder is a corporation, identify the state where the Bidder was incorporated and the date of incorporation:

_____

7. If the Bidder is a foreign corporation, please identify:

(a) The date of registration with the Florida Secretary of State

_____

(b) The name of the Bidder's Registered Agent

_____

(c) The address of the Bidder's Registered Agent

_____

8. If the Bidder is a corporation, provide the names and addresses of the Bidder's President, Vice President, and Treasurer. If the Bidder is a limited liability company, provide the name(s) and address(es) of the manager or managing members.

_____

_____

_____

_____

9. If the Bidder is a Joint Venture, identify the date of the joint venture agreement:

_____

10. Provide the Bidder's Federal Employer Identification Number:

_____

11. How many years has the Bidder been in business under its present name? _____ years

12. If the Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

Form 2. Subcontractors

If the Bidder will use any subcontractors, the Bidder shall provide: (a) the name, address, and telephone number of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; (c) the percentage of work the contractor will assign to each subcontractor; (d) a clear description of the work that will be performed by each subcontractor; (e) a description of the subcontractor's qualifications to perform the City's work; and (f) a description of the qualifications of the subcontractor's employees that will be responsible for the City's work. _____

_____

_____

_____

_____

_____

_____

_____

_____

Form 3. Insurance Requirements

See Insurance Check List for applicability to this Solicitation and the Agreement.

The Contractor shall be responsible for its work and every part thereof, including all materials, tools, appliances and property of every description used in connection therewith. The Contractor shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property, wherever located, resulting from any action or inaction of the Contractor under the Agreement or in connection with the work.

The Contractor shall, during the work under the Agreement, including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the Contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the Agreement or in connection with the work.

Maintain Automobile Liability Insurance, including Property Damage, covering all used or operated automobiles and equipment used in connection with the work.

When naming the City of Hialeah as an additional insured onto the Contractor's policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

The insurance coverage shall extend to and include the contractual indemnity and hold harmless language contained in the Agreement.

Original, signed certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Contractor with the City of Hialeah, and approved by the City before the work is started. The certificate must state the Solicitation Number and Title.

Products and Completed Operations Liability shall be provided, as stated in the Insurance Check List.

The Contractor will secure and maintain policies for subcontractors. All policies shall be made available to the City upon demand.

The Contractor shall take note of the indemnification contained in the Agreement and shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Agreement from any and all claims arising out of the Contractor's operations.

Further, the Contractor will notify its insurance agent without delay of the existence of the indemnification requirement contained within the Agreement, and furnish a copy of the Agreement to the insurance agent.

The City shall be named as additional insured on the Automobile and General Liability policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possesses.

SUPERVISION

Contractual and any other Liability Insurance provided under the Agreement shall not contain a supervision, inspection, engineering services exclusion that would preclude the City from supervising and/or inspecting the

Contractor's work. The Contractor shall assume all on-the-job responsibility as to the control of Persons directly employed by the Contractor and/or the subcontractor and Persons employed by the subcontractor.

CONTRACTS

Nothing contained in the Solicitation or Agreement shall be construed as creating any contractual relationship between any subcontractor and the City.

The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them, as the Contractor is for acts and omissions of Persons directly employed by the Contractor.

PROTECTION

Precautions shall be exercised at all times for the protection of Persons, including employees, and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor during the term of the Agreement. The Contractor shall be held responsible for any damage to any Person or property occurring by reason of the Contractor's operation under the Agreement.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under the Contractor's policy shall not restrict the coverage provided by the policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

CERTIFICATE OF INSURANCE

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

OUT-OF-STATE NON-RESIDENT AGENT

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

SMALL DEDUCTIBLE POLICIES

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

Form 4. Insurance Check List

ITB No. 2015-16-2000-36-001

	INSURANCE	LIMITS
X 1.	WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY POLICY NAME OF VENDOR.	STATUTORY LIMITS OF THE STATE OF FLORIDA, AS PROVIDED IN THE ISSUED IN AGREEMENT.
X 2.	COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY INCL	$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE, AS PROVIDED IN THE AGREEMENT.
X 3.	BROAD FORM PROPERTY DAMAGE ENDORSEMENT	AS PROVIDED IN THE AGREEMENT.
X 4.	CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS' OF SPECIFICATIONS	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE, AS PROVIDED IN THE AGREEMENT.
X 5.	AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE, AS PROVIDED IN THE AGREEMENT.
X 6.	UMBRELLA LIABILITY	$1,000,000 EXCESS OF ALL PRIMARY COVERAGE, AS PROVIDED IN THE AGREEMENT.
7.	GARAGE LIABILITY	$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
8.	GARAGEKEEPER'S LEGAL LIABILITY	$100,000 EACH OCCURRENCE
X 9.	THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON THE INSURANCE POLICY AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
10.	TEACHERS PROFESSIONAL LIABILITY	$1,000,000 EACH CLAIM
11.	LIQUOR LEGAL LIABILITY	$1,000,000 EACH OCCURRENCE
12.	CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT	

CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE	LIMITS
___13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL PROVIDED	
___14. BUILDERS RISK	FULL CONSTRUCTION COSTS OF THE PROJECT
___15. OTHER INSURANCE AS INDICATED BELOW:	
X_16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED	
X_17. BEST'S GUIDE RATING	A-X OR BETTER OR ITS EQUIVALENT
_X_18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE	
__19. CYBER LIABILITY	$1,000,000 EACH CLAIM
__19. INFORMATION TECHNOLOGY ERRORS AND OMMISSIONS INCLUDING CYBER LIABILITY AND PRIVACY PROTECTION	$1,000,000 EACH CLAIM
X_ 20. POLLUTION LIABILITY	$1,000,000 EACH CLAIM
__21. ERRORS & OMMISSIONS/PROFESSIONAL LIABILITY	$5,000,000 EACH CLAIM
___22. BUSINESS PERSONAL PROPERTY COV.	LIMITS EQUALING REPLACEMENT COST OF VENDOR'S PROPERTY
__23. SPOILAGE COVERAGE	LIMITS EQUALING REPLACEMENT COST OF VENDOR'S PROPERTY
_24. LOSS OF INCOME COVERAGE.	LIMITS ADEQUATE TO COVER LOSS OF INCOME AND EXTRA EXPENSE FOR 12 MONTHS
__25. CRIME COVERAGE	EMPLOYEE DISHONESTY INCLUDING FORGERY, COMPUTER FRAUD AND WIRE TRANSFER FRAUD

BIDDER AND INSURANCE AGENT STATEMENT:
We understand the Insurance Requirements of this Solicitation and we recognize that evidence of insurability may be required within five (5) days after Bids are opened.

_____	_____
Bidder's Name	Insurance Agency
_____	_____
Signature of Bidder's Representative	Signature of Bidder's Agent
_____	Agent's Errors and Omissions Policy:
Signature of Florida Resident Agent	
_____	_____
Name and Location of Agency	Policy Company; Expiration Date; Amount of Coverage; Policy Number

Form 5. Public Entity Crimes Affidavit

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 the City of Hialeah, Florida, 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 "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 bid 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 an Administrative Law Judge of the State of Florida, Division of Administration Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the person or 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 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 _____, 2016.

Personally known _____

OR Produced Identification _____

_____
(Type of identification)

_____

Notary Public - State of _____

_____
(Printed typed or stamped
commissioned name of notary public)

Form 6. Non-Collusion Affidavit

State of _____

County of _____

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

(1) He/She is _____[title] of _____ [name of entity], the Bidder that has submitted the attached Bid:

(2) He/She 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, partners, owners, 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 submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from 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** 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 _____, 2016

Title _____

_____

_____
(Title)
My commission expires _____

Form 7. Drug-Free Workplace

The undersigned Bidder, in compliance with Section 287.087, Florida Statutes, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I hereby certify that the Bidder has established a drug-free workplace program that complies with the requirements set forth above pursuant to Section 287.087, Florida Statutes.

Name of Bidder: _____

Signature of Bidder's Agent _____

Printed Name of Bidder's Agent _____

Title:_____

Date:_____

Form 8. Acknowledgement of Addenda

The Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this ITB. The Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S AGENT	TITLE OF BIDDER'S AGENT	SIGNATURE OF BIDDER'S AGENT

Form 9. Certification to Accuracy of Bid

The undersigned individual, being duly sworn, hereby deposes and says:

1. I, _____ [insert name of Bidder's officer], am duly authorized to execute and submit this Bid on behalf of the Bidder, _____[insert name of Bidder].

2. I am fully informed respecting the preparation and contents of the attached Bid and all of the forms, affidavits, and documents submitted in support of such Bid.
   a. All of the information contained in the forms, affidavits and documents submitted in support of this Bid is true and accurate;
   b. No information that should have been included in such forms, affidavits and documents has been omitted; and
   c. No information in such forms, affidavits or documents is false or misleading.

3. By signing and submitting this Bid in response to the City's ITB (ITB 2015-16-2000-36-001), the Bidder acknowledges and agrees that:
   a. the Bidder has carefully read this ITB;
   b. the Bidder has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
   c. the Bidder understands and accepts the conditions, limitations, and obligations imposed on the Bidder by this ITB;
   d. the Bidder's Bid is not contingent upon any conditions, limitations, or changes to this ITB;
   e. the Bidder's Bid is a binding offer that will remain in effect and be available to the City for one hundred eighty (180) days after the submittal of this Bid;
   f. if selected by the City, the Bidder shall execute the Agreement and provide the required insurance certificates within fifteen (15) days of receiving the City's written notice of award;
   g. if selected by the City, the Bidder will provide all of the services required under the Agreement, in compliance with the terms and conditions contained in the Agreement, at the Rates set forth on the Bidder's cost forms, which are attached to this Bid; and
   h. the Bidder has sought and received the assistance of legal counsel, as necessary, before submitting this Bid in response to the City's ITB.

Form 9. Certification to Accuracy of Bid
(CONTINUED)

Dated this _____ day of _____, 2016.

_____
Name of Bidder

_____
Signature of President/Partner/Owner/Manager

_____
Printed Name of President/Partner/Owner/Manager and Title

_____
Signature of Secretary

_____
Printed Name of Secretary

The Bidder is a Partnership: _____; Corporation: _____; Limited Liability Corporation _____; or other business entity _____; and is authorized to do business in the State of Florida.

Witness my hand and official notary seal/stamp on _____ the day and year written above.

STATE OF _____)
) SS:
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ (name) as _____ (title), of _____ _____ (Bidder), an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing document as

Form 9. Certification to Accuracy of Bid
(CONTINUED)

the proper official of _____ (Bidder) for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2016.

_____

NOTARY PUBLIC

My Commission Expires:

Signature Instructions:

All signatures must be in **BLUE** ink.

If the Bidder is a CORPORATION, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation's by-laws, a copy of the by-laws must be furnished to the City as part of the Bid.

If the Bidder is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

If the Bidder is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Bidder is doing business as. Any partner may sign the form.

If the Bidder is operating as any other type of business entity, the name(s) of the Bidder's authorized representative(s) must be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Bidder must be furnished to the City as part of the Bid.

Form 10. Bidder Acknowledgment

SUBMIT BIDS TO: CITY OF HIALEAH OFFICE OF THE CITY CLERK 501 PALM AVENUE, 3rd Floor HIALEAH, FL 33010			CITY OF HIALEAH INVITATION TO BID Bidder Acknowledgment
Page 1 of 3	Telephone Number (305) 883-5857	Mailing Date	Bid No. 2015-16-2000-36-001
Bid may not be withdrawn within 180 DAYS after the Bid opening.		Bid Title Medical Grade Oxygen (O_2)	

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		
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 the Agreement. I certify that I am authorized to sign this Bid for the Bidder.	AUTHORIZED SIGNATURE (MANUAL) AUTHORIZED SIGNATURE (TYPED) TITLE	

GENERAL CONDITIONS

SEALED BIDS: This form must be executed and submitted in a sealed envelope with the Bidder's Qualifications Package. Bids not submitted with this Bid form may be rejected.

1. **EXECUTION OF BID:** Each Bid must contain a manual signature of the Bidder's authorized representative in the space provided above.

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 a respondent, Bidder must submit a "No Bid" and it must be received no later than the stated Bid opening date and hour.

3. **BID OPENING:** Shall be at a public opening commencing at the time and date specified in the Solicitation. It is the Bidder's responsibility to assure that its 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.

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 it has the necessary facilities, ability and financial resources to perform the Bid requirements in compliance with the Agreement.

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, it 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 that 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; the prices shall be typed or printed in ink and shall include all charges, unless otherwise explicitly stipulated in the Agreement.

   (a) **TAXES:** A Bidder shall include all applicable taxes in its Bid. A Bidder will not be excused from payment of state sales or transportation taxes or other applicable taxes. A Bidder shall not base a Bid price on an assumption that that the City will utilize its tax exemption to purchase or order materials, equipment, etc. Any tax liability or tax payment resulting from any determination or interpretation of any law, rule, regulation or opinion is the sole responsibility of the Bidder.

   (b) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment: however, such discounts shall not be considered in determining the highest net price for Bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the prices quoted.

   (c) **MISTAKES:** Bidders are expected to examine the Agreement, specifications, delivery schedule, Bid prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at Bidder's risk.

   (d) **SAFETY STANDARDS:** All of Bidder's activities under the Agreement shall comply with the applicable requirements of the Occupational Safety and Health Act and any standards thereunder.

8. **AWARDS:** As the best interest of the City may require, the City reserves its right to make award(s), or reject any and all Bids, or waive any minor informality or technicality in Bids received

9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the spaces provided on the Bid form. Each Bidder may submit with his Bid, descriptive literature and/or complete specifications covering the Bidder's facilities and equipment.

10. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed to the City, as provided in the Solicitation. 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.

11. **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.

12. **ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising.

13. **LIABILITY:** The Bidder shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of the Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this Request for Bids.

15. **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 interpretations of the Specifications shall be made upon this statement.

NOTE: THIS 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 TO THE AGREEMENT, WHICH SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE BIDDER AS ARE CONTAINED HEREIN.

Form 11. City of Hialeah Disclosure Affidavit

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 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 addresses* of every 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:

_____

_____

Bidder's Tax ID Number (F.E.I.N) or Social Security Number: _____ - _____

PROOF OF CORPORATE STATUS

Please provide proof of corporate status. Each corporate Bidder must demonstrate it is an active corporation in good standing in the State of Florida or any other State. If incorporated in a state other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. Proof of good standing also is required for all partnerships, limited partnerships, joint-ventures, etc.

_____ _____
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 are not acceptable.**

Form 12. Assignment of Antitrust Claims

For, and in recognition of, good and valuable consideration,, 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 causes 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 the City's ITB No. 2015-16-2000-36-001 for Medical Grade Oxygen (O_2) and the City's Agreement for Medical Grade Oxygen (O_2).

_____
Date

_____
Name

_____
Signature

_____
Title

_____
Name of Company

Appendix A

BID SUBMITTAL FORM:
Medical Grade Oxygen (O_2)
ITB No.: 2015/16-2000-36-001

FEIN NO. : ____/____-____ / ____ / ____ / ____ / ____ / ____ / ____
(Bidder's Federal Employer Identification Number) If none, Bidder's Social Security Number

---

The undersigned Bidder certifies that this Bid is submitted in accordance with the Bid specifications and conditions governing this bid, and that the Bidder will accept any awards made to him as a result of this Bid.

FIRM NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

E-MAIL: _____

By signing this document the Bidder agrees to all of the terms and conditions of this Solicitation of this ITB.

AUTHORIZED SIGNATURE _____
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

Date _____

PRINT NAME OF BIDDER'S REPRESENTATIVE_____

TITLE OF BIDDER'SREPRESENTATIVE_____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

Appendix B

BID SUBMITTAL CHECKLIST
Medical Grade Oxygen (O2) ITB No.: 2015/16-2000-36-001

This checklist is provided for Bidder's convenience only. It identifies the sections of this submittal document that must be completed and submitted with each response. Any Bid that fails to include one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily include all of the requirements listed in this Solicitation. This checklist sets guidelines for consideration, and may be added to as the need arises.

Bidder's Name: _____

	QUALIFICATIONS PACKAGE	
	Appendix A – Bid Submittal Form	
	Appendix B – Submittal Checklist	
	1 Bidder's Statement of Organization	
	2 Subcontractors	
	3 Insurance Requirements	
	4 Insurance Check List	
	5 Public Entity Crimes Affidavit	
	6 Non-Collusion Affidavit	
	7 Drug-Free Workplace	
	8 Acknowledgment of Addenda	
	9 Certification to Accuracy of Bid	
	10 Bidder's Acknowledgment	
	11 City of Hialeah Disclosure Affidavit	
	12 Assignment of Antitrust Claims	

Tab/Page No.	COST PACKAGE	OFFICE USE ONLY
	Appendix C: Cost Proposal-per unit	
	Appendix C-1: Cost Proposal-per order	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____

Appendix C

COST PROPOSAL – PER UNIT
Medical Grade Oxygen (O2)
ITB No.: 2015/16-2000-36-001

THIS BID SHALL BE VALID FOR ONE HUNDRED EIGHTY (180) DAYS FROM DATE OF OPENING

Company Name _____

Company Address _____

City _____ **State** _____ **Zip** _____

Telephone (_____) _____ **Fax** (_____) _____

E-Mail Address _____

The following Bid is in strict accordance with **The City of Hialeah ITB No. 2015/16-2000-36-001** and all attachments as referenced therein.

QUOTED PRICING. The City shall deem the Bid to be complete and shall not be charged for additional costs, which have not been identified by the Bidder herein. **No added fees or additional charges will be accepted. Under no circumstances will actual prices exceed the cost estimates included in this form.**

*** QUANTITIES.** The quantities shown are estimated weekly amounts. The quantities are provided for purposes of comparing Bids. The City does not guarantee the procurement of any certain quantity or quantities of goods and services. The City reserves the right to increase or decrease the total quantities based on the actual needs of each Fire Station, as well as the number of locations throughout the Initial Term or any subsequent Renewal Term of the Agreement. Nothing is to preclude a request for an emergency delivery. **Added fees or additional charges not identified in this Appendix C will not be accepted.**

[Remainder of page intentionally blank.]

Appendix C
(CONTINUED)

The Bidder agrees to perform all of the requirements to complete the services required as more particularly specified in the Agreement for the following cost:

LOCATIONS	EST. QTY.*	PRODUCT DESCRIPTION					
		OXYGEN, USP, SIZE "M", 122 cu. Ft. Dimension 7″ x 43″			OXYGEN, USP, SIZE "H", 224 cu. Ft. Dimension 9″ x 51″		
		Monthly Cylinder Rental Fee (Per Unit)	Cylinder Refill Fee (Per Unit)	Total	Cylinder Rental Fee (Per Unit)	Cylinder Refill Fee (Per Unit)	Total
Fire Station No. 1	4						
Fire Station No. 2	4						
Fire Station No. 3	4						
Fire Station No. 4	4						
Fire Station No. 5	4						
Fire Station No. 6	4						
Fire Station No. 7	4						
Fire Station No. 8	4						
		Sub-Total (Oxygen Size "M")			Sub-Total (Oxygen Size "H")		
						Total Cost	

Appendix C
(CONTINUED)

_____
Name of Bidder (Please Print)

_____
Name of Bidder's Agent (Please Print)

_____
Title:

_____
Signature of Bidder's Agent

_____
Date:

WITNESSES:

_____
Witness Name (Please Print)

_____
Witness Name (Please Print)

_____
Witness Signature

_____
Witness Signature

Appendix C-1

COST PROPOSAL – PER ORDER
Medical Grade Oxygen (O2)
ITB No.: 2015/16-2000-36-001

THIS BID SHALL BE VALID FOR ONE HUNDRED EIGHTY (180) DAYS FROM DATE OF OPENING

The following Bid is in strict accordance with **The City of Hialeah ITB No. 2015/16-2000-36-001** and all attachments as referenced therein.

* **ORDER.** For purposes of responding to this Appendix C-1, "per order", shall be construed as a purchase order issued by the City for a particular station, regardless of the quantity of cylinders rented or number of refills requested.

****OTHER FEES.** The Bidder shall include the applicable cost of delivery per order to each station. The Bidder shall include the sum of all other applicable fees to be assessed per order in the "Other Fees" column of the form (i.e. -taxes; surcharges etc.) In a separate sheet of paper the Bidder must itemize each fee included in this Appendix C-1, describe the fee, indicate when the fee will be charged, and the amount. **No fees included in this Appendix C-1 shall be assessed on a per unit basis. Added fees or additional charges not identified in this Appendix C-1 will not be accepted.**

The Bidder agrees to perform all of the requirements to complete the services required as more particularly specified in the Agreement for the following cost:

[Remainder of page intentionally blank.]

Appendix C
(CONTINUED)

LOCATIONS	PRODUCT DESCRIPTION					
	OXYGEN, USP, SIZE "M", 122 cu. Ft. Dimension7" x 43"			OXYGEN, USP, SIZE "H", 224 cu. Ft. Dimension 9" x 51"		
	Delivery Fees (Per Order)*	Other Fees (Per Order)**	Total	Delivery Fees (Per Order)*	Other Fees (Per Order)**	Total
Fire Station No. 1						
Fire Station No. 2						
Fire Station No. 3						
Fire Station No. 4						
Fire Station No. 5						
Fire Station No. 6						
Fire Station No. 7						
Fire Station No. 8						
	Sub-Total (Oxygen Size "M")			Sub-Total (Oxygen Size "H")		
					Total Cost	

Name of Bidder (Please Print)

Name of Bidder's Agent (Please Print)

Title:

Signature of Bidder's Agent

Date:

WITNESSES:

Witness Name (Please Print)

Witness Name (Please Print)

Witness Signature

Witness Signature

SECTION 6.0
GUIDELINES AND GENERAL INFORMATION

6.1 CITY OVERVIEW

Hialeah, Florida (pop.235,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 23 square miles. As the fifth largest city in the State of Florida, Hialeah is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1925.

The City currently has 1300+ employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

6.2 DEFINITIONS

Capitalized words and phrases in this ITB are defined in Section 1, above. In addition, the following terms, phrases, words and their derivations shall have the meaning given herein:

a) '**Award**' means the acceptance of a Bid, offer, or Bid by the City Council of the City of Hialeah.

b) '**Successful Bidder'** means the Bidder that receives an award of the Agreement from the City as a result of this Invitation to Bid.

c) '**Bidder**' means the Person, company, entity or organization submitting a Bid in response to this Invitation to Bid.

d) **'Solicitation'** means this Invitation to Bid.

e) '**Work**', '**Services**', '**Program**', '**Project**', or '**Engagement**' mean all matters and things that will require to be done by the Successful Bidder(s) in accordance with the scope of work and all terms and conditions of this Invitation to Bid.

6.3 INVITATION

This Invitation for Bid is extended to any Person, company, and organization that can satisfy the requirement(s) specified herein. The requirements presented in this Invitation for Bid represent the City's anticipated needs.

6.4 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST

The *Public Entity Crime Affidavit Form*, **(Form "A-1")** attached to this Invitation for Bid, includes documentation that shall be executed by an individual authorized to bind the Bidder. Any Bidder, or any of its suppliers, subcontractors, or consultants who shall provide goods and services which are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Bidder or any affiliate of the Bidder has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

6.5 LOBBYING

All Bidders, their agents and proposed sub-consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Invitation for Bid. Bidders, their agents and

proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Invitation for Bid (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Bidder, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Director (identified on the cover page of this Invitation for Bid) shall be the only point of contact for questions and/or clarifications concerning the Invitation for Bid, the selection process and the negotiation and award procedures.

6.6 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

The City may temporarily or permanently suspend contractors from doing business with the City whenever a contractor materially breaches its contract with the City. Any Bid submitted by a Bidder, its proposed subcontractors or subconsultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Bidders or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Bidder or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

6.7 POINTS OF CONTACT/ TIMETABLE FOR INQUIRES

Bidders shall contact the Purchasing Director, identified on the cover page of this Invitation for Bid, for all inquiries related to this ITB. All Bidders' technical inquires shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page.

6.8 ORAL REPRESENTATION

No oral representation made by any City staff or official shall be binding on the City. The contents of this Invitation for Bid and any subsequent addenda issued by the City shall govern all aspects of this Invitation for Bid.

6.9 ADDENDA

If any revisions to the Invitation for Bid become necessary (other than changes to the deadline for Bid submission), the City will notify all registered Bidders requesting the corresponding document at least three (3) calendar days before the date scheduled for opening the Bids. The City may revise the deadline for Bid submission at any time prior to the date and time scheduled for opening the Bids. **It is the responsibility of all Bidders to ascertain whether any addenda have been issued before the Invitation for Bid deadline by either calling or checking with the City's Purchasing Director.**

6.10 CANCELLATION OF THE INVITATION FOR BID

The City reserves the right to cancel this Invitation for Bid and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

6.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred by any Person in connection with the preparation, submission or presentation of a Bid in response to this Invitation for Bid. The Bid and the information in the Bid shall be provided at no cost to the City.

6.12 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

6.13 BID SUBMISSION AND OPENING

All Bids shall be submitted in sealed envelopes by the deadline indicated on the cover page of this Invitation for Bid. The City assumes no responsibility for Bids not properly labelled.

The City will not accept Bids delivered after the established deadline. If the Bid is delivered after the established deadline, a Bidder shall be deemed non-responsive to the Invitation for Bid requirements.

Receipt of a Bid by any City office, receptionist or personal other than the Clerk's Office will not

constitute "delivery" as required by this Invitation for Bid. The City will not accept or consider Bids submitted via facsimile transmission. The public is welcome to attend the Bid opening.

6.14 ASSIGNMENT OF BIDS

A Bidder shall not transfer or assign its Bid to a third party following submission of a Bid to the City.

6.15 WITHDRAWAL OF BID

A Bidder may withdraw their submitted Bid by notifying the City in writing through an authorized representative at any time prior to the opening/submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Bidder. Bids, once received, become the property of the City, and will not be returned to Bidders even when they are withdrawn from consideration.

Bids, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

6.16 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders shall invoke the exemptions to disclosure provided by law, in the Bid, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary.

6.17 REJECTION OF BIDS

The City reserves the right to reject any and all Bids for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Bid is deemed non-responsive; (3) if the Bidder is deemed non-responsible; or (4) if the Bid contains any materials irregularities. Minor irregularities contained in a Bid may be waived by the City. A minor irregularity is a variation from the Invitation for Bid that does not affect the price of the contract nor does it give a Bidder an advantage or benefit not enjoyed by other Bidders and does not adversely impact the City.

6.18 CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS

This Invitation for Bid is issued pursuant to the City of Hialeah Code of Ordinances, which prohibits certain types of communications. After the advertisement of this Invitation for Bid, all communications concerning this Solicitation should be directed to the City's Acting Director of the Purchasing Department. Potential Bidders and their agents and employees shall not contact the Mayor, any member of the City Council, or any member of the City staff, except the Acting Director of Purchasing, to discuss this Solicitation. Notwithstanding any other provision of this section, the imposition of a cone of silence on this Invitation To Bid shall not preclude purchasing staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, Bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

This Section 6.18 does not apply to oral communications at pre-Bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the City Council during any duly noticed public meeting. A copy of all written communications must be filed with the City Clerk.

6.19 BUSINESS ENTITY REGISTRATION

The City of Hialeah requires business entities to complete and file a registration application before doing business with the City. Bidders need not register with the City to present a Bid; however, the selected Bidder(s) must register prior to award of a contract because the failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 883-5865. It is the responsibility of the business entity to update and renew its application concerning any changes, such as new address, telephone number, etc. during the performance of any agreement obtained as a result of this Invitation for Bid.

6.20 SEALED BIDS

The original copies of the Bid Forms, as well as any other pertinent documents, must be returned to the City in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Forms.

The completed Bid must be submitted in sealed envelopes clearly marked with the Bid title to the Office of the City Clerk of the City of Hialeah, 3rd floor, 501 Palm Avenue, Hialeah, Florida 33010 before 3:00 p.m., local time on the date due.

6.21 EXECUTION OF BID

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be dated and initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way after being submitted to the City.

6.22 PAYMENT

The City of Hialeah complies with Florida Statue 218.70, Florida Prompt Payment Act. Prompt payment is made within forty-five (45) days of date on which proper invoicing is received for goods and services and thirty (30) business days for construction services.

6.23 LEGAL REQUIREMENTS

Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

The individual executing this Bid on behalf of the Company warrants to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to provide the goods or perform the services herein described.

6.24 BID OPENING

Bids shall be opened and publicly read in the Council Chambers, 3rd floor, 501 Palm Avenue, Hialeah, Florida 33010 on the date and at the time specified on this Solicitation.

6.25 DISPUTES

In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the City shall be final and binding on both parties. Any bid protest shall be handled pursuant to Section 2-815.1 of the City Code.

6.26 PATENTS & ROYALTIES

The Bidder, without exception, shall indemnify and save harmless the City of Hialeah, Florida 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. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, 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 providing the required goods or services.

6.27 OSHA

The Bidder warrants that the product and services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

6.28 SPECIAL CONDITIONS

Any Special Conditions that vary from these General Conditions shall have precedence.

6.29 ANTI-DISCRIMINATION

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

6.30 INSURANCE/PERMIT

Bidders are required to assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Dade County and City of Hialeah building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated

in the completion of the contract as a result of the Bid.

6.31 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

6.32 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

6.33 BID TABULATIONS

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

6.34 APPLICABLE LAW AND VENUE

The law of the State of Florida shall govern this ITB and the contract between the City of Hialeah and the successful Bidder. Any action concerning this ITB or the Agreement shall be brought exclusively in the state or federal courts in and for Miami-Dade County, Florida.

6.35 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit a request for clarification to the City of Hialeah Purchasing Director. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Hialeah Purchasing Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be emailed to each Bidder receiving the Invitation for Bid. In the event of a conflict with the original Agreement, the Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

6.36 AWARD OF CONTRACT

A. A contract may be awarded to the responsive, responsible Bidder whose Bid, conforming to the Invitation for Bid, is most advantageous to the City of Hialeah. The best responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions.

B. The City shall award a contract to a Bidder only through action taken by the City Council.

C. While the City may determine to award a contract to a Bidder(s) under this Invitation for Bid, said Award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to select the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

D. The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the contract ultimately awarded in regard to this Bid.

E. The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this Bid.

6.37 ASSIGNMENT

The Bidder shall not assign, transfer, convey, or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or its

power to execute such contract to any person, company or corporation without prior written consent of the City.

6.38 LAWS, PERMITS AND REGULATIONS

The Bidder shall obtain and pay all licenses, permits and inspection fees as may be required by the Agreement and this ITB. The Bidder shall comply with all laws, ordinances, regulations, building code requirements applicable to the goods or services contemplated herein.

6.39 OPTIONAL CONTRACT USAGE

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract, provided the City, has certified its use to be cost effective and in the best interest of the City.

6.40 SPOT MARKET PURCHASES

It is the intent of the City to purchase the goods or services specifically listed in this Bid from the selected Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

6.41 INCENTIVES/DISINCENTIVES

The City has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods or services.

6.42 NON-COLLUSION

By submitting this Bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

6.43 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this Bid becomes the property of the City. Bids may be reviewed by any Person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any Person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this Bid and/or any resulting contract from same. Disqualification of a Bidder does not eliminate this right.

6.44 STANDARDIZED CHANGES

Contract documents shall be modified, if necessary, to reflect the requirements of 23 CFR 635.109. The changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 U.S.C. 106.

END OF SECTION 6