CITY OF HIALEAH

FLORIDA

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

OFF PREMISE STORAGE OF CITY RECORDS

BID NO. 2012/13-8500-60-025

SPECIFICATIONS
PREPARED BY:

CITY CLERK DEPARTMENT

BID DOCUMENTS
PREPARED BY:

PURCHASING DIVISION

OFF PREMISE STORAGE OF CITY RECORDS

2012/13-8500-60-025

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CITY OF HIALEAH
ADVERTISEMENT & INVITATION FOR BIDS

The City Clerk of the City of Hialeah, Florida, will receive sealed bids for the project entitled: **OFF PREMISE STORAGE OF CITY RECORDS,** until **11:00 a.m. on Tuesday May 7, 2013**, at the Hialeah City Hall, 501 Palm Avenue, Third Floor, Council Chambers, Hialeah, Florida, at which time all bids will be publicly opened and read aloud.

OFF PREMISE STORAGE OF CITY RECORDS
BID #2012/13-8500-60-025

Contract documents, including drawings, technical specifications and proposal forms may be obtained from the Purchasing Department, located at City Hall, 501 Palm Avenue, Fourth Floor, Hialeah, Florida, or by calling 305-883-5846, or by emailing Luis A. Suarez at lasuarez@hialeahfl.gov.

Bids shall be submitted in sealed envelopes and shall bear on the face, thereof, the bid number and the complete name and address of the bidder. Bids are to be based strictly upon contract documents and instructions herein with no deviations or alternates being considered at bid time, other than those specific requests on the proposal sheets.

The City of Hialeah reserves the right to reject any and all bids, or to waive any informality in the bidding. Bids may be held by the City of Hialeah for a period not to exceed one hundred eighty (180) days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

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

City of Hialeah, Florida

Carlos F. Lopez
Acting Purchasing Director

Advertisement Date:
April 15st, 2013

SUBMIT BIDS TO: CITY COUNCIL CITY OF HIALEAH 501 PALM AVENUE HIALEAH, FL 33010			CITY OF HIALEAH INVITATION TO BID TERM CONTRACT Bidder Acknowledgment
Page 1 of 3	Telephone Number (305) 883-5846	Mailing Date April 12, 2013	Bid No. 2012/13-8500-60-025
Bid will be opened: May 7, 2013 And may not be withdrawn within 30 DAYS after such date and time 11:00 A.M.		Bid Title OFF PREMISE STORAGE OF CITY RECORDS	
All awards made as a result of this bid shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances		Reason for "no bid"	
NAME OF VENDOR		AREA CODE	TELEPHONE NUMBER
MAILING ADDRESS		BUSINESS ADDRESS	
CITY – STATE – ZIP CODE		WHEN REQUIRED, BOND OR CASHIER'S OR CERTIFIED CHECK IS ATTACHED IN THE AMOUNT OF $ _____	
I certify that this bid is made without prior understanding agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and with-out collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.		AUTHORIZED SIGNATURE (MANUAL) AUTHORIZED SIGNATURE (TYPED) TITLE	

GENERAL CONDITIONS

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

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

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorize representative in the space provided above the company name and bid title must also appear on each page of the bid as required.

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 regular time and date specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. Bid files may be examined during normal working hours by appointment.

4. **PROOF OF CAPABILITY:** The bidder may be required before the award of any contract, to show to the complete satisfaction of the City Council that he has the necessary facilities, ability and financial resources to perform the bid requirements in a satisfactory manner and he may be required to show past history and references which will enable the City Council to satisfy itself as to his qualifications

5. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the bidder uses any design, device, or materials covered, by letter, patent or copyright, if is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.

6. **RATE OF WAGES:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor or subcontractor, shall not be less 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: typed or printed in ink and include all packing, handling and shipping charges, unless otherwise stipulated. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

(a) TAXES: A bidder or proposer shall include all applicable taxes in its bid or proposal. A bidder or proposer will not be excused from payment of state sales or transportation taxes or other applicable taxes, unless the bid form specifically provides for an option for a bidder or proposer to claim a tax exemption. A bidder or proposer shall not base a bid or proposal 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 or proposer.

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

(c) MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

(d) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers, where applicable, shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

(e) SHIPPING CHARGES: When items are to be delivered or shipped to the City of Hialeah, bid shall reflect that these items are F.O.B. destination.

(f) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

(g) INVOICING AND PAYMENT: The contractor shall be paid upon submission of a property certified invoice to the ordering agency at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods. Contractor(s) shall insure that the invoice is legible, submitted with the correct price(s) and include the purchase order number.

8. MANUFACTURES' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications. YOUR BID, LACKING ANY WRITTEN INDICATION OF INTENT TO QUOTE AN ALTERNATE BRAND, WILL BE RECEIVED AND CONSIDERED AS A QUOTATION IN COMPLETE COMPLIANCE WITH THE SPECIFICATIONS.

9. AWARDS As the best interest of the City may require the right is reserved to make award(s) by individual item, groups of items, all or none, or a combination thereof, to reject any and all bids or waive any minor informality or technicality in bids received

10. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further as may be specified elsewhere, each bidder must submit with his proposal cuts, sketches, and descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with these requirements are subject to rejection.

11. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and title. Failure to comply with this condition will result in bidder waiving his right to dispute the bid specifications.

12. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

13. SAMPLES: Samples of items, when called for must be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders name, manufacturer's brand name and number, bid title and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Hialeah.

14. NONCONFORMANCE TO CONTRACT CONDITIONS: Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date (s) in bid, purchase order or specifications may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

   (a) Supplier's name being removed from the City's vendor mailing list.
   (b) All City departments being advised not to do business with the supplier without written approval from City Purchasing.

15. INSPECTION ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering department of the City, unless loss or damage results from negligence by the City.

16. RESTRICTIONS: In the event any restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item(s) or services offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify City Purchasing at once, indicating in his letter the specific regulation which requires an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City

17. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Hialeah.

18. CANCELLATION: All contract obligations shall prevail until the end of each City fiscal year, September 30th. For the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

19. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal quantity requirements arise, the City reserves the right to solicit separate bids thereon. Such bids shall be solicited only upon prior approval of City Purchasing.

20. EXTENTION: The City reserves the option to extend the period of this contract or any portion thereof, for an additional contract period. Extension of the contract period shall be by mutual agreement in writing.

21. ADVERTISING: In submitting a proposal, bidder agrees not to use the results there from as a part of any commercial advertising.

22. SUMMARY OF TOTAL SALES: The bidder agrees to furnish City Purchasing a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions. Written justification must be submitted with this bid if this requirement cannot be met.

23. LIABILITY: The supplier shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. EQUAL EMPLOYMENT OPPORTUNITY: The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this invitation to Bid, General Conditions.

25. SPECIFICATION SILENCE: Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretation of the Specifications shall be made upon this statement.

26. CONDUCT OF OPERATIONS: If providing maintenance service, the contractor shall conduct its operation in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to the public; keep the sound level of its operation as low as practicable; and within reason, control the conduct and appearance of its employees, invitees and of those doing business with it. Upon objection from the City concerning conduct, demeanor and appearance of any persons, the contractor shall immediately take all reasonable steps to remove the cause of the objection.

27. ASSIGNMENT OF ANTI-TRUST CLAIMS TO CITY: Bidders who are dealers, distributors, etc. and who are offering commodities manufactured by others shall complete the attached assignment form and return it with their bid. Failure to agree to this assignment shall subject the bid to rejection.

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

CITY OF HIALEAH

BY: _____

DATE: _____

CONTRACT/PURCHASE ORDER NUMBER

BID NO: _____

BID TITLE: _____

_____

EFFECTIVE: _____

INSTRUCTIONS TO BIDDERS

SEALED BID MAILING ADDRESS

Each bid returned to this office must have clearly marked on the face of the envelope the following information:

1. **Sealed Bid Number**
2. **Opening Date of the Bid**
3. **Title of the Bid**
4. **Bidder's Firm Name**

****THE ENCLOSED BID RETURN ENVELOPE SHOULD BE USED WHENEVER POSSIBLE. BID NOT COMPLYING WITH THE ABOVE INSTRUCTIONS WILL NOT BE CONSIDERED.**

The forms listed below, included with documents from the City of Hialeah, must be completed and submitted along with the **Proposal** on the bid due date:

ASSIGNMENT
INVITATION TO BID/ TERM CONTRACT
DISCLOSURE AFFIDAVIT
NON COLLUSION AFFIDAVIT
STATEMENT OF BIDDER'S QUALIFICATIONS
SWORN STATEMENT ON PUBLIC ENTITY CRIMES

The Bidder must furnish a statement giving a complete description of all points wherein the equipment he proposed to furnish does not comply with the specifications. Failure to furnish such a statement will be interpreted to mean that the vendor agrees to meet all requirements of the specifications.

Bidder will state delivery time in his proposal. Also, Bidder will include in the proposal form, days required to complete each stage of work.

All quotations and proposal must be signed and all appropriate spaces with the Firm name and by an officer of employee having authority to bind the Company or Firm by his signature.

To be retained on the Active Bidders list, bidder MUST respond to this Invitation To Bid. To protect your status as an active bidder, please complete and return the Bidder's Acknowledgment Form of the bid proposal indicating reason for "NO BID" at this time. Failure to respond to bid invitations could result in automatic removal from the bidder's list.

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

GENERAL TERMS AND CONDITIONS OF INVITATION TO BID

CONTENTS OF BID

A. GENERAL CONDITIONS

Bidders are required to submit their proposals in conjunction with the following express conditions:

1. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City, or the compensation to the vendor.

3. Bidders are advised that all City contracts are subject to all legal requirements provided for in City Ordinances, the Purchasing Ordinance, and/or State and Federal Statues.

B. DESCRIPTION OF SUPPLIES

1. Any manufacture's names, trade names, brand names, or catalog numbers used in these specifications are for the sole purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and is in no way intended to prohibit the bidding of other manufacturers' items of equal quality.

2. Bidders are required to state exactly what they intend to furnish. Otherwise they shall be required to furnish the items as specified.

3. When bidding an approval equal, bidders will submit with their proposal, two (2) complete sets of necessary data (factory information sheets, specification, brochures, etc.) in order for the City of Hialeah to evaluate and determine the quality of the bid item(s).

4. Bidders must indicate any variances to the Specifications, Terms and Conditions, no matter how slight.

5. The City of Hialeah shall be the sole judge of equality and its decision shall be final.

C. VARIANCES IN TERMS AND CONDITIONS

Where there appears to be variances or conflicts between these General Terms and Conditions and the "Special Conditions" outlined in the Bid Package, Special Conditions in the Bid Package shall prevail.

D. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specification or other bid documents or any part thereof, the bidder may submit to the Purchasing Agent on or before the (10) days prior to scheduled bid opening request for clarification. All such requests for clarification shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued by the City of Hialeah. A copy of such Addendum will be mailed to each bidder receiving an invitation to Bid. The bidder, in turn, shall acknowledge receipt of the Addendum by signing the Addendum and including it in the Bid Proposal. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

E. Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification(s) for any item. If bids are based on equivalent products, indicate any deviations from the specifications. Your bid, lacking any written indication of intent to quote an alternate brand, will be received and considered as a quotation in complete compliance with the specifications.

BID SPECIFICATIONS

For Off-Premises Storage of City Records

April 3, 2013

The City of Hialeah requests bidders to provide the City with a proposal based on a three (3) year agreement and a five (5) year agreement.

GENERAL INFORMATION

All boxes containing City records are standard size 1.2 cubic feet (10"x 12"x 15") or legal size 3.6 cubic feet (24"x 15"x 10").

Currently, there are approximately 8,931 boxes in storage, which comprises approximately 11,075 total cubic feet of storage. It is anticipated that roughly 4,463 boxes are either missing a retention schedule or do not have any description.

The successful bidder must meet the criteria of the State of Florida or any other appropriate agency for the storage of records of a municipality. Criteria shall include, but not limited to, insurance and licensing.

Should the current vendor not be the successful bidder, the successful bidder will be responsible for the transfer of all storage boxes from the possession of the current vendor (Iron Mountain) to the new vendor's facility at no cost to the City of Hialeah. The transfer will include a verification of all box numbers received by the successful bidder.

PROPOSAL

City of Hialeah Date Submitted: _____

City Clerk's Office

501 Palm Ave

Hialeah, FL 33010

Ladies & Gentlemen:

The undersigned submits this bid for furnishing the City of Hialeah, FL, as noted in the instructions and specifications for the sum as follows:

For purposes of this Request for Proposal:

"Delivery" is defined as the actual carrying and turning over to the intended recipient of a box requested from storage.

"Pick Up" is defined as the actual physical carrying and transporting of a box from the Hialeah City Hall or any City department not located within City Hall by the bidder with the intent of filing and storing such box at the bidder's facility.

"Retrieval" shall mean the actual transport of a box from storage which is then prepared for delivery to the appropriate City department.

SERVICES AND FEES

1. **Regular Delivery Service including Retrieval and Transportation**
   A request for records made by the City before 1:00 p.m., for delivery of the records on the same day (Monday through Friday, excluding holidays) before 4:00 p.m.

   Fee per cu/ft_____ Fee per request _____

2. **Rush Delivery Service**
   A request for records made by the City after 1:00 p.m. for same day delivery.

   Fee per cu/ft _____ Fee per request _____

3. **Re-Filing Service**
   A request by the City to pick up records for storage, and re-file boxes that had been previously removed from storage.
   Fee per box _____ Fee per request _____

4. **Monthly Service Charge**
   This is a charge to the City for the storage of records.

   Fee per cu/ft _____

5. **Records Destruction**
   A request made by the City for the vendor to destroy records in compliance with State law and provide the City with documentation evidencing the destruction.

   Fee per box _____

6. **Consultant Services**
   A request by the City for assistance with the labeling and inventorying of boxes that are presently in storage with Iron Mountain that do not have a retention schedule in place or a box description.

   Fee per box _____

7. **Any additional fees not mentioned above**
   The acceptance of this proposal shall constitute a contractual offer by the bidder and shall constitute all fees owed by the City for the storage of documents during the term of the contract. Issuance of a purchase order shall constitute acceptance of said contractual offer.

_____

Name of Firm or Corporation

_____

Address of Firm or Corporation

_____ _____

Signature Title

_____ _____

Person to contact in reference to bid Telephone

INSURANCE REQUIREMENTS

See Insurance Check List for applicability to this contract.

The contractor shall be responsible for his work and every part thereof, for all materials, tools, appliances and property of every description, connection therewith. He shall specifically and distinctly assume, all risks of damage or injury to property or persons used or employee on or in connection with the work and of all damage or injury to any person property wherever located, resulting from any action or operation under contract or in connection with the work.

The contractor shall, during the continuance of the work under this contract 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 contract or in connection with the work.

Any additional coverage(s) required as indicated on Insurance Check List are part of this contract.

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

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least A:X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement to save and hold harmless the City from any liability or damage whatsoever in accordance with the following form endorsement which forms a part of this contract.

When naming the City of Hialeah as an additional insured onto your 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.

ENDORSEMENT

The insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> "The contractor hereby agrees to indemnify and hold harmless the City of Hialeah, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000 for each occurrence with an aggregate of $1,000,000 per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omissions or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.
>
> The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Hialeah, its officers, agents, and employees, as determined by court of competent jurisdiction. The contractor shall specifically and distinctly assume all responsibility for reporting any and all operations performed or to be performed under any existing contract made by or on behalf of the assured and the City of Hialeah.
>
> It is understood and agreed that _____ (Firm Name) is at all times herein acting as an independent contractor.

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

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

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

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Hialeah.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under this heading or under any other Section of Provisions of this contract.
The minimum limits of General Liability Insurance are prescribed as follows:

1. GENERAL LIABILITY

   $1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

2. CONTRACTUAL LIABILITY

   $1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

3. UMBRELLA EXCESS LIABILITY

   (including Primary Coverage's)

The minimum limits of Automobile Liability Insurance are prescribed as follows:

$100,000 for injury to one person $50,000 per occurrence
$300,000 per occurrence

The contractor shall take note of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless 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 possess.

SUPERVISION

Contractual and any other Liability Insurance provided under this contract shall not contain a supervision, inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibility as to the control of persons directly employed by him and of the subcontractor and persons employed by the subcontractor.

CONTRACTS

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

Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them, as he is, for acts and omissions of persons directly employed by him.

PROTECTION

Precaution 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 contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

INSURANCE EXCEPTION

If bidder does not meet the insurance requirements of the specification, alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

An Owners Protective Policy in the name of the City of Hialeah shall designate this specific Contractor and identify this job at its location, and state by endorsement that this coverage is provided specifically for this job only. **LIMITS OF COVERAGE $ 1,000,000.**

Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to:

a. Excavation (including burrowing, filling or back-filling in connection therewith), tunneling, pile driving, cofferdam work or caisson work, or;

b. Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

Property Damage Liability for:

a. Injury to or destruction of wires, conduits, pipes, mains, sewers to other similar property or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling in streets or highways or,

b. Injury to or destruction of property at any time resulting therefrom. The term "streets" includes alleys. In determining where a street or highway ends, all of the lane up to privately owned land shall be considered a street.

Broad Form Property Damage Liability Coverage Including Completed Operations

The insurance for property damage liability applies, subject to the following additional provisions:

1. To property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.

2. Except with respect a liability under a written sidetrack agreement or the use of elevators.

   a. To property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.

   b. To tools or equipment while being used by the insured in performing his operations.

   c. To property in the custody of the insured which is to be installed, erected or used in construction by the insured.

   d. To that particular part of any property, not on premises owned by or rented to the insured.

      (i) Upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or,

      (ii) Out of which any property damage arises or,

      (iii) The restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured.

3. With respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as including completed operations.

   To property damage by work performed by the name insured arising out of such work or any portion thereof, or out of such materials, part or equipment furnished in connection therewith.

The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage and the other insurance condition of the policy is amended accordingly.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under this policy shall not restrict the coverage provided by this 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 "endeaver" as well as"...but failure to mail such notice shall impose no obligation or liability of any find 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.

INSURANCE CHECK LIST

BID NO. 2012/13-8500-60-025

	INSURANCE	LIMITS
X	1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA.
X	2. GENERAL LIABILITY PREMISES OPERTIONS (M&C OR OL&T ARE REQUIRED) INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY	BODILY INJURY PROPERTY DAMAGE $1,000,000 SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE.
X	3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
X	4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS	$1,000,000 SINGLE LIMIT BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X	5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	$100/300,000 $50,000 EACH OCCURRENCE
	6. UMBRELLA LIABILITY	$1,000,000 INCLUDING PRIMARY COVERAGE
	7. GARAGE LIABILITY	$100/300,000 $50,000 EACH OCCURRENCE
	8. GARAGE KEEPER'S LEGAL LIABILITY	$50,000 EACH OCCURRENCE
X	9. THE CITY MUST BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY TO *ALL* OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
	10. TEACHERS PROFESSIONAL LIABILITY	$100/300,000 $50,000 EACH OCCURRENCE
	11. DRAM SHOP EXCLUSION DELETED AND LIQUOR LIABILITY WILL BE PROVIDED	
	12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT	

_____ 13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL BE PROVIDED

_____ 14. FIRE LEGAL LIABILITY

_____ 15. OTHER INSURANCE AS INDICATED BELOW:
Builders Risk Complete Value Policy

__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

__X__ 19. "WHEN USING THE "ACCORD" FORM OF INSURANCE CERTIFICATE, PLEASE NOTE THAT UNDER THE CANCELLATION CLAUSE, THE FOLLOWING MUST BE DELETED. "ENDEAVOR TO" AND "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".

BIDDER AND INSURANCE AGENT STATEMENT:
We understand the Insurance Requirements of these specification and that evidence of insurability may be required within five (5) days after bid opening.

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

ASSIGNMENT

For, and in recognition of, good and valuable considerations, receipt of which is hereby acknowledged, _____,
Company Name

acting herein by and through _____,
Individual Name

its _____ and duly authorized agent,
Title of Individual's Position

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

_____
Date

_____
Name

_____
Signature

_____
Title

_____
Name of Company

STATEMENT OF BIDDER'S QUALIFICATIONS

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

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

_____

The Bidder shall list a record of his previous contracting experience.

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

END OF STATEMENT OF BIDDER'S QUALIFICATIONS

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

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

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

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

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

(Name)_____

_____
(Title)

Subscribed and sworn to before me

This ____ day of _____, 200 _____

Title _____

_____

_____
(Title)

My commission expires _____

PURCHASING DIVISION
CITY OF HIALEAH DISCLOSURE AFFIDAVIT

I _____ being first duly sworn, state:

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

_____

_____

_____

Phone Number: _____ Fax Number: _____

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

_____

_____

_____

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

_____

_____

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

PROOF OF CORPORATE STATUS

Please provide proof of corporate status. All vendors and bidders must be 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. This requirement also applies to limited liability companies, 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.**

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes,** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this _____ day of _____, 200___.

Personally known _____

OR Produced Identification _____

_____
(Type of identification)

_____

Notary Public - State of _____

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