

INVITATION TO BID



**CITY OF CALLAWAY
BAUER MINI UNICUS BREATHING AIR STATION
BID NO: FD2017-13**

ADVERTISED: The Bay County News Herald, Saturday, November 25, 2017


PREBID MEETING: N/A

BID DEADLINE: 10:00a.m. Monday, December 11, 2017

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

**CITY OF CALLAWAY
ATTN: JANICE L. PETERS, CITY CLERK
6601 EAST HWY. 22
CALLAWAY, FL 32404**

ATTACHMENTS: Notice of Request for Bids/Proposals
General Instructions and Conditions
Special Instructions and Conditions
Minimum Technical Specifications
Agreement
Bid Forms (**To be submitted with bid.**):
Bid/Certification Form
Signed Agreement
Public Entity Crimes Statement
Drug Free Workplace Certification
Proprietary/Confidential Information Form


Janice L. Peters, MMC, City Clerk

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a Bid/Proposal to the **CITY OF CALLAWAY** for the **BAUER MINI UNICUS BREATHING AIR STATION, BID NO: FD2017-13**, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one **(1) original** and **five (5) copies** and be addressed to:

CITY OF CALLAWAY
ATTN: CITY CLERK
6601 East Hwy. 22
CALLAWAY, FL 32404

Proposals must be **received** at the address listed above no later than **10:00 a.m. on Monday, December 11, 2017**. Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or fax to the City Clerk as shown below:

Janice L. Peters, MMC, City Clerk
City of Callaway
6601 East Hwy. 22
Callaway, FL 32404
jlpeters@cityofCallaway.com
Fax: (850) 871-2444

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted as referenced above.

All questions must be received at least five (5) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at www.cityofcallaway.com and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

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BAUER MINI UNICUS BREATHING AIR STATION
BID NO: FD2017-13**

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CITY OF CALLAWAY

SPECIAL INSTRUCTIONS AND CONDITIONS

BAUER MINI UNICUS BREATHING AIR STATION BID NO: FD2017-13

* **Note:** The **GENERAL INSTRUCTIONS AND CONDITIONS** (attached hereto) apply, except as set forth below, for this Bid.

A. Description: () See Attached (X) As Follows

The City of Callaway Fire Department is requesting sealed bids for a BAUER Mini Unicus breathing air station to refill self-contained breathing apparatus (SCBA).

Specification for a breathing air station to refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The breathing air station shall be comprised, in part, of a high pressure compressor and purification system, storage system, fill control panel and containment fill station. The station shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable.

All bids shall include the material, transportation, labor and equipment as necessary to assemble and install air station.

B. Specifications: (X) See Attached () As follows:

See attached Minimum Technical Specifications

C. Contract/Agreement Required: () None (X) As follows:

See attached Agreement

D. Items to be submitted with Bid: () None (X) As follows:

- Bid/Certification Form(s) with signature page(s),
- Public Entity Crimes Statement,
- State of Florida or County Contractor License/Certification Copy
- Drug Free Workplace Certification,
- Signed Agreement
- One (1) original with five (5) copies of the bid submittal,
- List of Subcontractors, if applicable, and
- List of three (3) references for similar type work with contact information.
- Proprietary/Confidential Information Form

E. Deadline and place for submission of Bids:

10:00 a.m., MONDAY, DECEMBER 11, 2017 (BID DEADLINE)

City Hall

6601 East Hwy. 22

Callaway, FL 32404

F. Insurance Requirements: () None (X) As follows:

	<u>Minimum Coverage</u>
<u>Property Damage:</u>	<u>\$ 500,000</u>
<u>General Liability:</u>	<u>\$ 1,000,000/2,000,000</u>
<u>Automobile Liability:</u>	<u>\$ 1,000,000/2,000,000</u>
<u>Workers' Compensation:</u>	<u>\$ Statutory Limit*</u>

Note: Insurance Certificate must be provided by Successful Bidder upon execution of Agreement. City is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder in order for the City to be notified if the insurance is canceled or modified.

H. Bond Requirements: () None (X) As follows:

	<u>Amount of Bond</u>
Bid Bond	\$ _____ or <u>5</u> % of Bid
Performance Bond	\$ _____ or <u>N/A</u> % of Bid
Payment Bond	\$ _____ or <u>N/A</u> % of Bid
Construction Bond	\$ _____ or <u>N/A</u> % of Bid
Other: _____	\$ _____ or <u>N/A</u> % of Bid

I. Number of Copies of Bid Forms with original signature(s) Required:

One (1) original, with notarized Signatures, plus five (5) copies

NOTICE:

Proposals may be rejected if all documents are not complete and executed, and the numbers of copies specified/requested of each are not submitted with the proposal.

GENERAL INSTRUCTIONS AND CONDITIONS

(1) NOTICE TO BIDDERS/PROPOSERS

The following general instructions and conditions apply to all Requests for Bids/Proposals unless modified by the provisions set forth in the “**Special Instructions and Conditions**” attached hereto. If there is a conflict between the “Special Instructions and Conditions” and these “General Instructions and Conditions,” the provisions in the Special Instructions and Conditions will apply. **Note: the General Instructions and Conditions and the Special Instructions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.**

(2) SUBMITTAL OF BIDS/PROPOSALS

Qualified businesses or individuals requesting consideration must submit a complete Bid/Proposal with any/all attachments in a sealed package clearly marked with the **name and number of the Bid/Proposal**, to the attention of the City Clerk, prior to closing time at the address shown in the **Special Instructions and Conditions** attached hereto. If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal, or the bidding procedures may be obtained by contacting the City Clerk, 6601 East Hwy. 22, Callaway, FL 32404, (850) 215-6694.

It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the **Special Instructions and Conditions**. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

Bids/Proposals shall be opened and publicly announced at the City Clerk's Office, City Hall, 6601 East Hwy. 22, Callaway, Florida, after closing of Bids/Proposals, unless otherwise specified in the Special Instructions and Conditions.

(3) SPECIFICATIONS AND REQUIREMENTS

The detailed specifications and additional requirements relating to this Bid/Proposal are set forth in the Special Instructions and Conditions attached hereto.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best construction practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specifications shall be made accordingly by the City.

(4) BID/PROPOSAL FORM

Bidders/Proposers shall complete, sign and furnish the “Bid Certification Form”, together with the forms, specifications and materials required in the “Special Instructions and Conditions” or any exhibits attached hereto. This will include a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes Form, pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete Bid/Proposal packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the City reserves the right to modify the "Scope of Services." Further, the terms and conditions of any such agreement shall be modified prior to execution by the City, if such modifications are determined to be in the best interest of the City.

Bids/Proposals may be considered non-responsive, at the sole option of the City, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate Bids/Proposals, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid/Proposal include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. If the Bidder/Proposer determines that the cost for any item of work has not been established by the Proposal Form, the cost for that work is to be included in other applicable Bid/Proposal item(s), so that the Bid/Proposal reflects the total price for completing that work in its entirety.

In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

(5) CLARIFICATION AND ADDENDA

Each Bidder/Proposer shall examine all Bid/Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid/Request for Bid/Proposal will be accepted by the City Clerk up to and including five (5) working days prior to the closing date and time stated herein. The issuance of a written addendum signed by the City Clerk is the only official method whereby interpretation, clarification or additional information can be given. The City shall not be responsible for oral interpretations given by any City employee, representative or others. If any addenda are issued, the City will attempt to notify all known prospective Bidders/Proposers. However, it shall be the responsibility of each Bidder/Proposer, prior to submitting a Bid/Proposal, to contact the City Clerk's Office to determine if addenda were issued, and to make such addenda a part of the Bid/Proposal. If an addendum has been issued, and was not incorporated in the Bid/Proposal documents submitted by Bidder/Proposer, the Bid/Proposal may not be accepted or considered by the City.

(6) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless otherwise specifically stated in the Special Instructions and Conditions, any manufacturer's names, trade names, brand names, catalog numbers, or similar information listed in a specification, are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The Bidder/Proposer may offer the same or any alternate for which the Bidder/Proposer is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a Bid/Proposal is based on alternate products or services which Bidder/Proposer maintains is equivalent and meets or exceeds specifications, Bidder/Proposer is to indicate on the Bid/Proposal Form the manufacturer's name and related information of the alternate; including any

deviation from the specifications. Unless expressly noted on the Bid/Proposal that an alternate is being proposed, and the specification includes a specific manufacturer's model or brand, the Bid/Proposal will be considered as a quotation for the item(s) stated in the specifications.

(7) INFORMATION AND DESCRIPTIVE LITERATURE

Bidders/Proposers must furnish all information requested in the Bid/Proposal packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids/Proposals which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous Bid/Proposal will not satisfy this provision.

(8) BONDS/INSURANCE

If the Bid/Proposal is accepted by the City, it will become a binding contract on both parties. If a bond or cashiers/certified check is required as a bond, it shall be submitted with the Bid/Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a contract if provided for herein, then the City may, at its option, determine that the undersigned has abandoned the award/contract, and thereupon such acceptance of the Bid/Proposal and/or award shall be null and void, and any cashiers/certified check or bond accompanying this Bid/Proposal shall be forfeited to and become the property of the City. The full amount of said check, or if a bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any bond or cashiers/certified check accompanying this Bid/Proposal shall be returned to the undersigned within 30 calendar days from the date of award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

If a bid or proposal bond is required, the bonds of unsuccessful Bidders/Proposers will be returned within 30 calendar days of the Bid/Proposal due date, except as set forth below.

If a proposal is subject to the Competitive Negotiations Act, the bonds will be returned within 60 days of the proposal due date, except for the bond of the 3 highest ranked proposers. Within 30 days of execution of a contract, bonds from the remaining unsuccessful proposers will be returned.

Bid bond, if required, will be returned within 30 calendar days of delivery/acceptance of the item(s) bid or service(s) provided, unless a standard payment and performance bond is required. When a standard Payment and Performance Bond is required, the bid bond of the successful Bidder/Proposer will be returned within 30 calendar days from the date of the Notice to Proceed.

In the event a bid is awarded, a proposal is accepted, and/or a contract is executed, and the Bidder/Proposer chooses not to proceed, or fails to perform for any reason, the bond will be forfeited and retained by the City as partial liquidated damages. Future Bids/Proposals will not be accepted for consideration from the Bidder/Proposer for five (5) years, or such shorter period as the City Commission may determine.

In the event an award/selection is not made within 90 days after the Bid/Proposal due date and the City does not return all bonds, upon 30 business days written request, a bidders/proposer may withdraw their bid or proposal from consideration, and obtain a refund of the Bid/Proposal bond.

All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The Bidder/Proposer shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, at its own expense. If insurance is required, the City is to be listed on the bidder/proposer's Certificate of Insurance as an additional insured and certificate holder in order that the City will be notified if the insurance is canceled or

modified. The certificate shall also list the name of the project/service/equipment purchased, and the expiration date of the policy. At the City's option, an award may be canceled and any bid bond forfeited if any required performance bond or insurance certificate is not delivered within 21 calendar days of the date of award.

***Note:** The provisions of this section are in addition to and not a replacement for, any Bid/Proposal and/or performance bond required in the Special Instructions and Conditions. The foregoing provisions are intended to be in addition to any other legal remedy available to the City for non-performance by a Bidder/Proposer subsequent to the acceptance and/or award of a bid or proposal.*

(9) SERVICE AND WARRANTY

If any warranty repair or replacement service is requested in the Special Instructions and Conditions, any deviation or limitation from the requirements is to be expressly stated on the Bid Request for Proposal Certification Form.

If the service or product provided to the City pursuant to the bid consists of computer hardware, software or firmware, the Bidder/Proposer warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap-year calculations.

(10) CONTRACT FORMS

Any agreement or contract resulting from the acceptance of a Bid/Proposal shall be on forms either supplied by or approved by the City, and shall contain, as a minimum, applicable provisions of the Invitation to Bid/Request for Proposal, and the Bid/Proposal documents to be submitted by Bidder/Proposer, including the Special Instructions and Conditions, General Instructions and Conditions, and all attachments therewith. The City reserves the right to reject any Bid/Proposal or resulting agreement which does not conform to the Invitation to Bid/Proposal and, if applicable, any City requirement relating to such an Agreement.

The City reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful Bidder/Proposer will be required to execute any resulting agreement and provide any bonds or insurance certificates required within 10 days of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the City.

This Bid/Proposal is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Bid/Proposal for each and every fiscal year in which this Bid/Proposal is executed and entered into. If funds are not appropriated/available, the City shall provide prompt written notice to the selected Bidder/Proposer that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the City will thereafter be released of all further obligations related to the Bid/Proposal and/or award.

(11) BID/PROPOSAL EXPENSES

All expenses for preparing and submitting Bids/Proposals to the City are to be borne by the Bidder/Proposer.

(12) VARIANCES

Any variance whatsoever from the Bid/Proposal Specifications are to be clearly identified on the Bid/Proposal form. Acceptance of any proposed variations will be at the sole discretion of the City.

(13) CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

(14) DELIVERY

All items provided pursuant to an award are to be delivered prepaid to the City Clerk's Office, 6601 East Hwy. 22, Callaway, Florida 32404-2041, unless a different location is specified in the Special Instructions and Conditions. All delivery charges are to be included in the Bid/Proposal price. No Collect on Delivery (C.O.D.) will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Proposer until delivered to the City.

(15) INSPECTION, ACCEPTANCE AND TITLE

All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the City. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.

(16) OWNERSHIP RIGHTS AND PUBLIC RECORDS LAW

Public Records Law. Bidder/Proposer acknowledges that they are familiar with the provisions of the Public Records Law of the State of Florida.

Bidder/Proposer agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Bidder/Proposer agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this agreement; Bidder/Proposer agrees to provide public access to any required public records in the same manner as a public agency; Bidder/Proposer agrees to protect exempt or confidential records from disclosure; Bidder/Proposer agrees to meet public records retention requirement; and Bidder/Proposer agrees that at the end of the term of this agreement, to transfer all public records to the City of Callaway and destroy any duplicate, exempt or confidential public records.

All products generated by the Bidder/Proposer for the City become the property of the City. The City may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

(17) RESERVED RIGHTS

The City reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the City.

Bidders/Proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder/Proposer to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the Bidder/Proposer upon request as a condition of further consideration of the Bid/Proposal. The applicability of all information obtained and the City's decision shall be final. By submitting a bid or proposal, Bidder/Proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive and responsible bidder.

(18) ADVERTISING

In submitting a Bid/Proposal, Bidder/Proposer agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the City Manager.

(19) GOVERNMENTAL RESTRICTIONS/REQUIREMENTS

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a Bid/Proposal, it shall be the responsibility of the successful Bidder/Proposer to immediately notify the City of the specific regulation which required an

alteration, and the specific alterations that will be made to the item(s) bid/proposed. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.

(20) NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid or proposal.

(21) UNAUTHORIZED EMPLOYEES OR AGENTS

Employment of unauthorized aliens by Bidder/Proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If selected Bidder/Proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this agreement and the City may recover damages from selected Bidder/Proposer resulting from such cancellation. The selected Bidder/Proposer shall be responsible for including this provision in any context with, and requiring compliance by any/all subcontracts performing for selected Bidder/Proposer relating to this agreement.

(22) OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION

In the State of Florida, other Florida public entities may “piggy-back” on competitive Bid/Proposal awards under the same terms and conditions, if all parties are in agreement.

(23) LEGAL NAME

Bids/Proposals shall clearly indicate the legal name and organizational structure, business address, telephone number, and email address of the Bidder/Proposer. Bids/Proposals shall be signed above the typed or printed name and title of the individual submitting the Bid/Proposal. The signer shall warrant he/she has the authority to bind the Bidder/Proposer to the terms and conditions of the submitted Bid/Proposal.

(24) WAGES

State and Federal minimum wage and hour regulation apply to Bidder/Proposer and all subcontractors.

(25) SELECTION

The City intends to award this bid to the lowest responsive and responsible bidder or bidders. However, the City reserves the right to reject any and all Bids/Proposals. The procedures for the selection/award of Bids/Proposals are provided for by Florida Statutes and the City’s Charter, Code of Ordinances, and Administrative Policies. Generally, all Bids/Proposals are reviewed by City staff and evaluated by the City Manager, and if required by law, by a Selection Advisory Committee appointed by the City Manager. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the City Manager or requires City Commission approval. For information on which procedure applies to a particular Bid/Proposal contact the City Clerk.

Bids/Proposals will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- compliance with specifications,
- price (if applicable),

- capability/adequacy of Bidder/Proposer,
- past and current projects, services or equipment provided to the City,
- delivery schedule,
- prior government projects, services or equipment provided to other jurisdictions, and
- general reputation, location and references.

Separate procedures and requirements relating to Requests for Bids/Proposals/Qualifications apply for certain grant programs and for professional services, for example the Consultants' Competitive Negotiation Act (Florida Statute 287.055), and by the City's Code. When the City initiates such a Request for Proposals/Qualifications, the selection process and related procedures are included in the Special Instructions and Conditions.

Pursuant to Chapter 287.087 Florida Statutes, in the event two (2) or more bids are equal with respect to price, quantity, and services, preference will be given to Bidders/Proposers which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Bids/Proposals.

NOTE: For consideration, Bidder/Proposer must return the Bid Certification Form included in the Bid/Proposal package.

(26) INDEMNIFY

After notification of award, the successful Bidder/Proposer agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, agents, and invites, from and against all claims, suits, sections, damages, or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the Bid/Proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the City of Callaway.

The selected Bidder/Proposer, without exception, shall also indemnify and hold harmless the City and its officials, employees, agents, and invites 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 selected Bidder/Proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the Bid/Proposal prices include all royalties or costs arising from the use in any way of such design, device or materials involved in the product and/or services provided to the City.

(27) MODIFICATION - AFTER AWARD

Any changes proposed by a Bidder/Proposer after an award in (a) materials used, (b) manufacturing process, (c) construction or (d) specifications, are to be submitted in writing to the City Manager prior to delivery. No changes shall be approved and binding upon the City unless evidenced by a Change Order issued and signed by the City Manager.

(28) ASSIGNMENT

Any purchase order issued pursuant to this bid invitation/request for proposal and the funds which may become due hereunder, are not assignable, except with the prior written approval of the City Manager.

(29) DISCLOSURE

Bidder/Proposer acknowledges by submitting a Bid/Proposal that all information provided to the City is part of the public domain as defined by Florida Statutes and is considered a public record. Information should not be labeled “confidential,” unless specifically exempted under said Statutes, and exempts the City from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the Bidder/Proposer.

(30) TAXES

The City is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000-284, Florida State Tax Number 37-02-008131-54C. Copies of Exemption Certificate and related information may be obtained by contacting the City Clerk, City of Callaway, 6601 East Hwy. 22, Callaway, Florida 32404-2041 or (850) 215-6694.

(31) APPLICABLE LAWS/LEGAL VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the Bidder/Proposer pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

NOTE: ANY AND ALL PROVISIONS SET FORTH IN THE SPECIAL INSTRUCTIONS AND CONDITIONS ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.

**CITY OF CALLAWAY
BAUER MINI UNICUS BREATHING AIR STATION
BID NO: FD2017-13**

**MINIMUM TECHNICAL
SPECIFICATIONS**

Specification for a breathing air station to refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The breathing air station shall be comprised, in part, of a high pressure compressor and purification system, storage system, fill control panel and containment fill station. The station shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable.

Mini Unicus

MINI -UNI/13

6000 PSI SERVICE

The breathing air station shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the station's components. The Mini Unicus base frame shall include four brackets to facilitate securing the leveled unit to a concrete floor using expansion anchors. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with a slam-action latches and lift-off hinges making it simple to facilitate inspection and maintenance. The enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance, and long life.

The station shall be designed for against-the-wall installation, operation, maintenance and single-point operator control from the front of the station. The design of the station shall permit unrestricted cooling air flow to the compressor and motor when installed against a wall. All system instrumentation, controls and access to the containment fill station shall be located at the front of the station. The compressor package shall fit through a standard 36" doorway. The station shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F¹. Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the station, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

The station shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever

¹ Please consult the Bauer factory for applications outside of this temperature range.

expires first. The warranty shall not impose limitations on the station’s accumulated operating hours during the warranty period.

Performance Table

Model	FAD ² SCFM	Charging Rate ³ SCFM	HP	RPM	Compressor Model	Purification System	Air Processing Capability ⁴ (cu ft)
MINI-UNI/13	10.8	13.0	10	1420	K12.14 II	P2 Securus	67,000

Compressor

The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece forged steel construction, and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage’s discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a “W” configuration with the first and second stage sharing one common stepped cylinder. Each cylinder shall be located directly in the cooling fan’s blast. The cylinders shall be removable from the crankcase. The compressor’s flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel.

Inter-stage pressures shall be monitored via locally mounted pressure gauges.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan’s blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drain

² Based on standard inlet conditions.

³ Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG.

⁴ Based on an inlet temperature of 70°F.

(A.C.D.) system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and shall be factory preset to drain the separators approximately every fifteen minutes for approximately six seconds. The A.C.D. system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. The condensate reservoir shall be manufactured of a non corrosive polyimide and shall be equipped with a high liquid level indication system to provide system shutdown and to alert the operator that the condensate reservoir is at capacity. The operator shall be alerted that the reservoir is at capacity via a scrolling text display message on the panel mounted operator / compressor interface. Manually operated valves shall be supplied to override the automatic operation of the A.C.D. system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash and low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. Two highly visible sight glasses shall be included, one on each of the crankcase to check the oil level. The oil drain hose shall be of sufficient length to reach the outside of the compressor cabinet.

The final stage and oil pressure gauges shall be mounted on the instrument panel.

The compressor shall be equipped with an inlet filter with a replaceable particulate element.

Prime Mover and V-Belt Drive

The single or three phase electric motor shall be of the open drip-proof (ODP) design. The motor voltage and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common base that is vibration isolated from the station's main frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tension the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

Electrical Control & Instrumentation

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, fused transformer and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure

- UL electrical panel
- Human Machine Interface (HMI) with **Multi-Color Touch Screen Display** incorporating vivid TFT (Thin Film Transistor) Technology and NOT limited by touch cells (Optional mounting configurations available-up to 25 ft remote)
- Emergency Stop Palm Button
- Home screen customizable with distributor contact information
- Real Time Clock (time and date)
- Compressor on / off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
 - Digital Display of time to next ACD Cycle
 - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Nonresettable hourmeter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)
- Support of up to 5 Languages (to be specified at time of order; includes English, French, Spanish & Portuguese)
- Operator choice of display in BAR or PSI

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions
- Diagnostic EEPROM (Electrically Erasable Programmable Read-Only Memory) Capability
- Support of Two (2) Communication Protocols (optional)
 - o Ethernet Connection
 - o Analog Phone Modem
- Wiring shall be encapsulated within a split corrugated type loom. Each wire end connection shall be machine crimped and numbered.

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a text read-out of up to three potential causes for the fault / shutdown.

The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band thru the HMI (password protected).

A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

Fault shut downs shall not affect the ability to fill SCBA cylinders from the storage system as long as there is sufficient pressure in the storage to fill them.

Purification System

The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high pressure purification chamber shall have a working pressure of 6000 PSIG. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without the cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

The purification system shall include Bauer's patented Securus Electronic Moisture Monitor System⁵. A sensor shall be located in the Securus purifier cartridge for direct monitoring of moisture levels. The Securus system shall warn the operator, in advance, of the impending

⁵ U. S. Patent Number 4,828,589

expiration of the Securus cartridge via a scrolling text display message on the panel mounted operator / compressor interface. The compressor shall shut down automatically and the operator notified via scrolling text display message on the panel mounted operator / compressor interface should the operator fail to change the Securus cartridge within the warning period. The compressor shall not be capable of restarting until the used cartridge is replaced with a new one. The moisture monitoring system shall be of a fail-safe design. Should the electrical contact between the display module and sensor be disconnected, an immediate fault shut down shall be effected. For absolute safety and highest quality breathing air, no manual override shall be supplied for the moisture monitor.

Fill Control / Instrument Panel

A steel instrument panel affixed with a non-glare Lexan overlay shall be installed on the front of the station. The overlay shall contain an embedded airflow schematic. The instrument panel shall include a storage pressure gauge, an LCD Operator / Compressor Interface, and an emergency stop switch. The instrument panel shall be located and arranged for visibility and easy access by the operator and for accessibility for inspection and maintenance. All components installed in the instrument panel shall be securely supported to eliminate vibration and undue force on instrument piping and to prevent damage during shipment, storage, operation, and maintenance. The fill control / instrument panel shall be hinged for easy maintenance and accessibility.

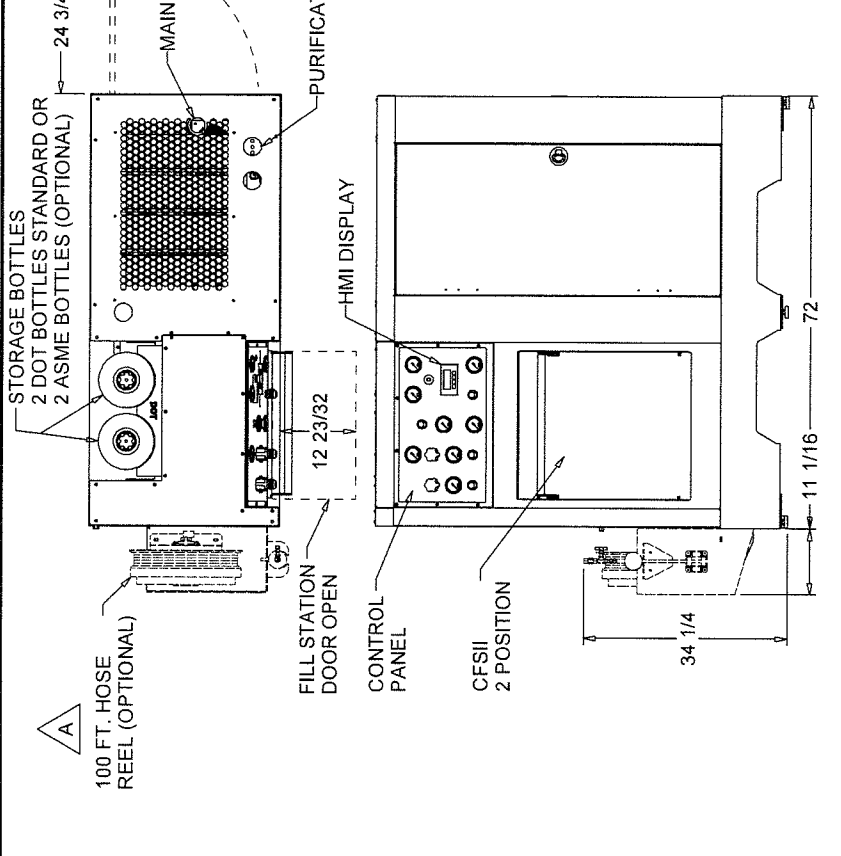
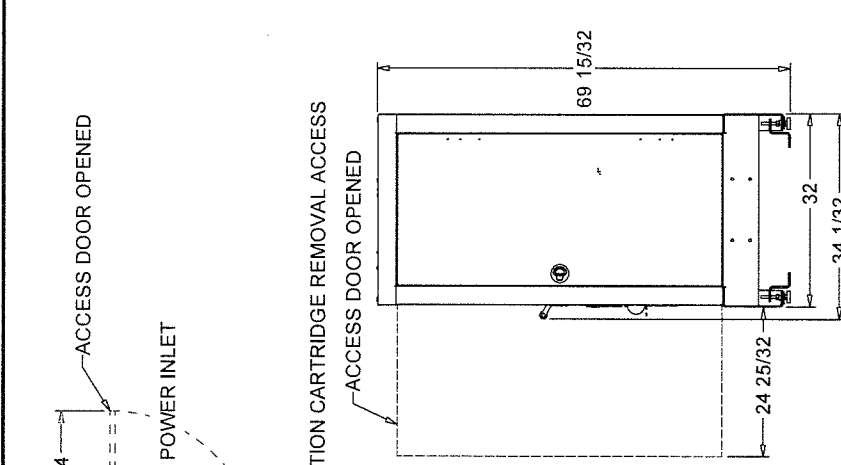
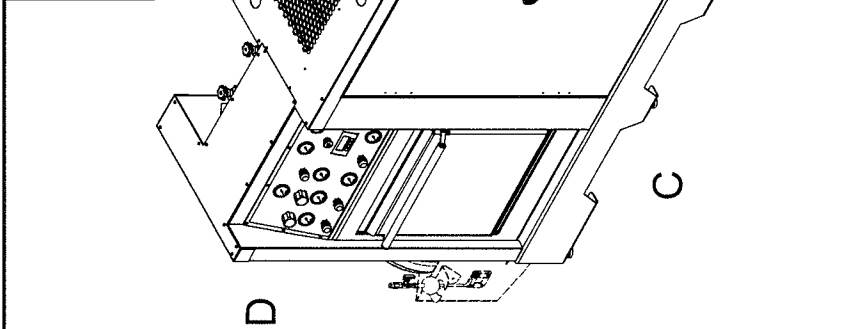
The air management control panel shall be factory piped as a Priority Refill System. This system shall simplify the operations panel by eliminating cascade control valves and gauges. The Priority Refill System shall be supplied with a series of pneumatic valves that will direct the air flow directly from the compressor to the SCBA or air storage cylinder. When the storage system pressure drops to the current level of the compressor output, flow from the storage system stops and the compressor alone finishes filling the SCBA bottles. A bypass valve shall be panel mounted allowing the system operator to manually select whether the compressor output shall be directed to the Priority Refill System or directly to the SCBA cylinders, thus giving the operator maximum control of the fill process. Systems without a bypass valve shall not be deemed acceptable as they do not give the operator the flexibility of selecting the air source.

The control panel shall include, at a minimum, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, the manual bypass direction valve to allow the operator to select SCBA filling from either the Priority Refill System or the compressor, provisions for factory or field modification to allow a different fill pressure at each fill position.

All control panel mounted pressure gauges shall have a 2 ½" diameter and be liquid filled.

Air Storage System

REV	ECO #	DATE	BY	APVD.
A	13557	02-29-16	LS	GH



WEIGHT = 2300 LBS WITH DOT CYLINDERS
2730 LBS WITH ASME CYLINDERS

<small>THIS DRAWING AND ALL INFORMATION HEREON ARE THE PROPERTY OF BAUER COMPRESSORS, INC. IT IS CONFIDENTIAL AND MUST NOT BE MADE PUBLIC OR COPIED. IT IS LOANED SUBJECT TO RETURN UPON DEMAND. IT IS NOT TO BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTERESTS OF BAUER COMPRESSORS, INC.</small>	
DATE:	9/13/2006
APP'D. BY:	MS
SCALE:	1/20
PART:	N/A
DRAWING #:	37328
ISSUE DATE:	2/29/2016
CONTROLLED DOCUMENT:	ASY-1016
BAUER COMPRESSORS, INC. NORFOLK, VIRGINIA	
OUTLINE DIMENSIONAL MINI-UNI	

MINIMUM DISTANCE REQUIRED FOR OPERATION:
SIDE: A = 0"
B = 36"
C = 36"
D = 36"

MINIMUM DISTANCE REQUIRED FOR COMPRESSOR MAINTENANCE:
SIDE: A = 30"
B = 36"
C = 36"

STANDARD SCOPE OF SUPPLY

- › BAUER breathing air purification system with SECURUS
- › BAUER PLC base controller with multicolor touchpad
- › NEMA 4 rated electrical enclosure with **UL**® listed control panel
- › Compressor low oil pressure and high temperature safety shutdowns
- › Emergency stop push button
- › Hinged fill control panel with Lexan laminate air flow/fill schematic
- › Priority refill system with storage bypass valve
- › Automatic condensate drain system with non-corrosive condensate reservoir and integrated float sensor and automatic “Full” indication and compressor shutdown
- › Two (2) UN code stamped air cylinders installed in an integral rack
- › Sound attenuating enclosure with slam-action latches and lift-off type hinges
- › NFPA 1901 2016 edition compliant 2 position containment fill station accommodates SCBA or SCUBA cylinders up to 31” overall length
- › Inter-stage pressure gauges

SYSTEM FOOTPRINT

DIMENSIONS L X W X H inches (mm)

› 72” x 34” x 70” (1830mm x 864mm x 1778mm)

WEIGHT pounds (kg)

› 2300 - 2700 lb (1043 - 1225 kg)

AVAILABLE ACCESSORIES (FACTORY INSTALLED)

- › CO monitoring system
- › Regulated (adjustable) remote fill hose connection to include high pressure hose reel and 100 ft of 6000 PSIG rated high pressure hose
- › ASME air storage cylinders in lieu of standard UN bottles
- › Regulated (adjustable) panel mounted remote fill hose connection
- › Dual Fill/2 position
- › Tri Fill/2 position

TECHNICAL DATA

Model	Charging Rate ¹		Number of Stages	Motor		FAD ²	RPM	Purification System
	SCFM	L/MIN		HP	kW			
5000 PSIG (345 BAR)								
MINI-UNI/8-E1/E3	8.4	238	3	7.5	5.6	7	1250	P2 SECURUS
6000 PSIG (414 BAR)								
MINI-UNI/5H-E1/E3	5	142	3	5	3.7	4	1050	P2 SECURUS
MINI-UNI/10H-E1/E3	9.7	275	4	7.5	5.6	8.1	1180	P2 SECURUS
MINI-UNI/13H-E1/E3	13	368	4	10	7.5	10.8	1420	P2 SECURUS

¹) Based on recharging an 80 cubic foot tank from 500 to 3000 psig.

²) Compressor capacity referenced to standard inlet conditions.

E1= Single phase electric, 230 VAC/60 Hz. E3=Three phase electric, 208/230/460 VAC/60 Hz. Dimensions and weight are approximate and are subject to change.



**AGREEMENT FOR CONTRACTOR SERVICES
BAUER MINI UNICUS BREATHING AIR STATION
BID NO: FD2017-13**

This Agreement made as of this ____ day of, _____, 2016, by and between the **City of Callaway**, Florida - (the "CITY"), and _____ authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is _____, Phone: _____ Fax: _____.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **BAUER MINI UNICUS BREATHING AIR STATION BID NO: FD2017-13**.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

The CITY shall furnish to the CONTRACTOR up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

ARTICLE 2 – SCHEDULE

The term of this contract shall commence upon written Notice to Proceed by the City. It is anticipated that the Notice to Proceed will be issued by December 15, 2017. It is projected that all work will be completed within 120 days of the Notice to Proceed.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$_____, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 60 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 8 – INSURANCE & BONDS

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Callaway, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of \$200 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

PUBLIC RECORDS LAW. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Callaway and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Janice Peters, City Clerk, at 850-215-6694, by email at jpeters@cityofcallaway.com, or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

The CONTRACTOR shall hold the CITY, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the CITY, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such

terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms
Bid Certification Form
Drug-Free Workplace Certification
Public Entity Crimes Statement,
- G. Addendums (if any),
- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any).

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Callaway
6601 East Hwy. 22
Callaway, Florida 32404
Attention: Janice L. Peters, City Clerk
Phone: (850) 215-6694
Fax: (850) 871-2224
Email: jpeters@cityofcallaway.com

With a copy to: Kevin D. Obos, Esq. City Attorney
Harrison Sale McCloy
P.O. Drawer 1579
Panama City, FL 32402
Phone: (850) 769-3434
Fax: (850) 769-6121

and if sent to the CONTRACTOR shall be mailed to:

Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: _____
Janice L. Peters, MMC
City Clerk

By: _____
Pamn Henderson, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Signature

Business Name
By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

APPROVED AS TO FORM FOR THE RELIANCE OF THE
CITY OF CALLAWAY ONLY:

KEVIN D. OBOS, HARRISON SALE MCCLOY
CITY ATTORNEY



PROPOSAL CHECKLIST
CITY OF CALLAWAY
BAUER MINI UNICUS BREATHING AIR STATION
BID NO: FD2017-13

**FORMS/ITEMS TO BE RETURNED
WITH YOUR PROPOSAL!**

The following forms are to be completed/signed by the Proposer and submitted to the City:

1. Bid/RFP Certification Form(s),
2. One (1) sets with original signatures, notarized signatures required, plus five (5) copies,
3. Signed Contract
4. Bid Bond or Cashier's Check/Certified Check in the amount of 5% of bid,
5. Proof of Insurance in amounts required by the City with the City listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions),
6. State of Florida or Bay County Contractor License or Certificate
7. Public Entity Crime Statement,
[Complete items 1 and 6; notarized signature required]
8. Drug-Free Workplace Certification Form,
[Complete Part I; notarized signature, or sign Part II]
9. List of Subcontractors with names of directors or owners, addresses, telephone numbers, and email address (if applicable),
10. List of references for similar type work with contact information.
11. Proprietary/Confidential Information Form

Note: Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

Reminder: Submit requested number of copies! (See Special Instructions and Conditions)

BID/RFP CERTIFICATION FORM
CITY OF CALLAWAY
BAUER MINI UNICUS BREATHING AIR STATION
BID NO: FD2017-13

PROPOSERS CERTIFICATION TO THE CITY OF CALLAWAY:

1. The undersigned warrants that: (A) This Proposal is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Proposers, General Instructions and Conditions, Special Instructions and Conditions, Bid/RFP Certification Forms, the Minimum Technical Specifications, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements, each of which has been carefully examined, (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.
2. Please check one:
 Proposer declares that the only person, persons, company, or parties interested in this Proposal are named in the Proposal.
 Proposer, or one or more of Proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if Proposer is selected by the City for the requested services. (Attach a detailed explanation for either.)
3. Bid Bond - If the Proposal is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.
4. Vendor proposes and agrees to provide all materials, services or equipment required for the City of Callaway **BAUER MINI UNICUS BREATHING AIR STATION BID NO: FD2017-13**, for the Total Sum(s) as follows (*totals must match attached breakdown of costs for each Part*): _____ Dollars (\$ _____).
5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein.

(Maximum 120 Calendar Days)
6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: _____

Name of Bidder: _____

Business structure: () Corporation, () Partnership, () Individual, () Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: _____ Date of Incorporation: _____

Business Address: _____

City: _____ State _____ Zip _____

Telephone Number: () _____ Fax () _____

Submitted By: _____
(Print)

Title: _____

Signature: _____

ATTEST: _____
Secretary

By: _____
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

**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 City of Callaway, Florida, a Municipal Corporation, 6601 East Hwy. 22, Callaway, Florida 32404 by _____
[print individual's name and title]
for _____ whose business
[print name of entity submitting sworn statement]
address is _____
_____ and (if applicable) it's Federal 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 any 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 Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 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]

FD2017-13

[Reference: RFP Number]

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or produced identification _____

[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

CITY OF CALLAWAY
DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business 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. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notified 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 contendere 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. Imposed a sanction on, or required 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. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

[Printed, typed name]

[Signature]

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

[Signature]

[Date]

**PROPRIETARY/CONFIDENTIAL INFORMATION
BAUER MINI UNICUS BREATHING AIR STATION
RFP NO. FD2017-13**

Name of Firm of Bidder/Vendor: _____

Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.
This document must be completed and returned with proposal.