



## INVITATION TO QUOTE (“ITQ”)

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### City of Hialeah North Compound and Police Complex - New Installation of 10 Gbps Fiber Optic Cable

**2025-26-050**

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#### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

**Tuesday, July 14, 2026**

#### RESPONSE SUBMISSION DATE AND TIME

**Tuesday, July 21, 2026**

Each Response must be submitted electronically to the City's e-procurement Portal located at <https://procurement.opengov.com/portal/cityofhialeahfl> no later than the date and time specified below. Response received after said date and time or in any other format will not be considered and no time extensions will be granted.

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A - North Complex, Fiber Runs

## 1. INTRODUCTION

### 1.1. Summary

The City of Hialeah Information Technology Department is requesting bids to install new 10 Gbps Fiber Optic cables to various buildings within the north compound of the City. The new connection will run concurrently with the current 1 Gbps connection.

1. Police Main Station to Emergency Operations Center
2. Police Main Station to Police Training Building
3. Emergency Operations Center to Parks & Recreation Main Building
4. Parks and Recreation to Construction & Maintenance Building
5. Parks and Recreation to Solid Waste Building
6. Parks and Recreation to Fleet Maintenance
7. Police Main Station First Floor to Second Floor
8. Police Main Station First Floor to Third Floor

### 1.2. Background

The City of Hialeah requires the services of an experienced vendor to provide 10 Gbps Fiber Connection supporting the Information Technology infrastructure.

### 1.3. Contact Information

**Roman Garcia**

Systems Administrator

5555 E. 8th Ave.

Hialeah, FL 33012

Email: [rogarcia@hialeahfl.gov](mailto:rogarcia@hialeahfl.gov)

Phone: [\(305\) 769-7718](tel:(305)769-7718)

**Department:**

Information Technology Department

**Department Head:**

Ricardo J. Suarez

CIO

### 1.4. Timeline

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

<b>Advertisement Date</b>	June 21, 2026
<b>Pre-Proposal Meeting (Non-Mandatory)</b>	June 30, 2026, 10:00am 5555 E 8th Avenue Hialeah, FL 33013

<b>Last Date for Receipt of Written Questions</b>	July 14, 2026, 2:00pm
<b>Response Submission Deadline</b>	July 21, 2026, 11:00am

## 2. GENERAL TERMS AND CONDITIONS

### 2.1. CITY OVERVIEW

Hialeah, Florida (Estimated population of approximately 221,300) is a diverse community, ideally located midway between Miami and Fort Lauderdale, and encompasses approximately 23 square miles. As the fifth largest city in the State of Florida, Hialeah is committed to growth in its business and residential communities, while also focusing on issues such as education, the arts, leisure activities, public safety, and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1925. In 2025 the City is celebrated its centennial.

The City currently has 1500+ employees and provides a wide range of governmental services to its citizens, including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development.

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

### 2.2. DEFINITIONS

Capitalized words and phrases in this Solicitation are defined in this section and in the Agreement. In addition, the following terms, phrases, words, and their derivations shall have the meaning given herein:

- A. **'Invitation for Quotes ('ITQ')** means a simplified written solicitation for competitive price quotes, typically used for the acquisition of readily available goods or services of relatively low value. The Invitation for Quotes specifies the required commodity or service, quantity, delivery requirements, and any other relevant specifications, enabling vendors to provide quick and straightforward pricing. The Invitation for Quotes includes instructions prescribing all conditions for submitting quotes and shall be available for distribution to all prospective quoters at the same time. The Invitation for Quotes is used when the city requires a prompt acquisition of standard items or services, where price is the primary factor for selection, and detailed proposals are not necessary.
- B. **'Agreement, Contractor'** means the **"City of Hialeah North Compound and Police Complex - New Installation of 10 Gbps Fiber Optic Cable"**, including all of the exhibits and addendums/amendments thereto. No contract rights or expectations can be alleged, anticipated, expected, or claimed unless and until the Agreement is fully executed and a Work Order or similar document, as applicable, has been issued by the City.
- C. **'Award'** means the acceptance of a Response, offer, similar response, or proposal by the City Council of the City of Hialeah.

- D. **'Successful Respondent, Contractor'** means the Respondent that receives an award of the Agreement from the City as a result of this Solicitation.
- E. **'Respondent, Quoter, Proposer, Vendor, Contractor'** means the Person, company, business entity, or organization submitting a Response in reply to this Solicitation. When the terms "Respondent, Quoter, Proposer, Vendor, or Contractor" are used they shall have the same meaning in this solicitation.
- F. **'City'** means, depending on the context, either (a) the geographic area contained within the municipal boundaries of the City of Hialeah, Florida, or (b) the government of the City, acting through Mayor and/or the City Council or its designees, as applicable.
- G. **'Department'** means the **City of Hialeah, FL, Information Technology Department** and/or their successor City Department, office, agency, or division.
- H. **'Director'** means the **CIO**, or the Director's authorized designee.
- I. **'Solicitation'** means this Invitation to Quote (ITQ).
- J. **'Response, Bid, Submission'** means the response submitted in reply to this Solicitation.
- K. **'Respondent, Quoter, and Proposer'** have similar meanings under this Solicitation insofar as that they refer to the person or entity submitting a response to the Solicitation.
- L. **'Work,' 'Services,' 'Program,' 'Project,' or 'Engagement'** mean all matters and things that will require to be done by the Successful Respondent(s) in accordance with the scope of work and all terms and conditions of this Solicitation.
- M. **'Project Manager'** means the individual in charge of serving as the day-to-day representative of the City for the project and contract administration. The City Project Manager will be designated by the Mayor or Director.
- N. **'Mayor'** means the Chief Executive Officer of the City who manages the day-to-day operations of the City. The Mayor or his/her authorized designee will be authorized to make needed routine contractual decisions on behalf of the City.
- O. **'City Council'** means the local legislative body of the City who would consider approving the Award, or not, as the case may be and would need to approve any resulting Agreement, and any Amendments to such Agreement.

- P. **'Purchasing Division Director'** means the Director of the City's Purchasing Division who is authorized to respond to and address procurement/purchasing issues relative to this Solicitation and/or the award or other action of the City regarding this Solicitation.

## 2.3. INVITATION

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

## 2.4. PUBLIC ENTITY CRIME / DISCRIMINATORY VENDOR LIST

The Public Entity Crime Affidavit Form, found in the RESPONSE Section, includes documentation that shall be executed by an individual authorized to bind the Respondent. Any Respondent, or any of its suppliers, subcontractors, or consultants who shall provide goods and services and/or materials that are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability or cost to the Respondent for any goods, services, supplies, materials, and/or materials furnished. By submitting a response, the Respondent further affirms they are not in violation of Sections 287.1346 , 287.135, 287.1351, 287.136, 287.137 and 287.138, Florida Statutes.

## 2.5. LOBBYING

All Respondents, their agents and proposed sub-consultants or subcontractors, are hereby placed on notice that neither the City Council members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents, and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Response submitted by a Respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Division Director (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures. See, for general reference, Section 2-11.1. (t), Miami-Dade County Code, "Cone of Silence", which is applicable and deemed as being incorporated by reference.

## 2.6. SUSPENSION/DEBARMENT OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

The City may temporarily or permanently suspend or debar contractor(s) from doing business with the City whenever a contractor materially breaches its contract with the City in accordance with the applicable provisions of the City Code. Any Response submitted by a Respondent, its proposed subcontractors or subconsultants who are included on the City's Suspension List shall not be considered for evaluation or review.

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

## 2.7. POINTS OF CONTACT/TIMETABLE FOR INQUIRIES

While respondents may initially contact the Purchasing Division Director, all general and technical inquiries must be submitted and addressed via the City's e-Procurement Portal Question & Answer feature.

No inquiries will not be entertained or processed beyond **Tuesday, July 14, 2026 at 2:00 pm**. No extensions or exceptions.

## 2.8. ORAL REPRESENTATION

No oral representation, conversation, or statement made by any City staff or official shall be binding on the City. The contents of this Solicitation and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

## 2.9. ADDENDA

If any revisions to the Solicitation become necessary (other than changes to the deadline for Response submission), the City will notify all registered Respondents requesting the corresponding document at least three (3) calendar days before the date scheduled for opening on **Tuesday, July 21, 2026 at 11:00 am**. The City may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the Responses. **It is the sole responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking with the City's Purchasing Division Director or Purchasing staff.**

## 2.10. CANCELLATION OF THE SOLICITATION

The City expressly reserves the right to cancel this Solicitation, to reject any or all responses, and/or readvertise and re-solicit the requirements at any time for any reason whatsoever when determined to be in the best interest of the City. This right is expressly reserved and clearly announced in this Solicitation.

## 2.11. DEVELOPMENT COSTS

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

## 2.12. TAX-EXEMPT STATUS



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

## 2.13. SOLICITATION SUBMISSION AND OPENING

Responses will be electronically opened and may be received up to **but not later than Tuesday, July 21, 2026 at 11:00 am as indicated on the cover page of this Solicitation. Submit Electronic Responses via the City of Hialeah** <https://procurement.opengov.com/portal/cityofhialeahfl>. A list of Respondents shall be available via the City of Hialeah e-Procurement Portal. A list of Respondents shall be available via the City of Hialeah e-Procurement Portal.

The City of Hialeah e-Procurement Portal Clock is the official clock/record for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet, connections, disruptions, or going offline. The City strongly recommends completing and electronically submitting your response well ahead of the deadline. Paper responses may not be submitted nor will they be considered.

## 2.14. ASSIGNMENT OF SOLICITATION

A Respondent shall not transfer, sell, pledge, give, grant, or assign its Response, in whole or in part, directly or indirectly, to any third-party following submission of a Response to the City. No exceptions.

## 2.15. WITHDRAWAL OF SOLICITATION

A Respondent may withdraw their electronically submitted Response. Responses, once opened, shall not be withdrawn or modified except to the extent (if any) agreed to by the City in its sole discretion during subsequent contract negotiation.

## 2.16. PUBLIC RECORDS AND EXEMPTIONS

As provided specifically in Section 119.071 (1) (b), Florida Statutes, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

The Respondent shall comply with the Public Records Laws, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the City in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced by the terms and conditions of the Agreement.

**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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (305/883-5820), E-MAIL ([CityClerk@hialeahfl.gov](mailto:CityClerk@hialeahfl.gov)), OR MAIL (CITY OF HIALEAH, OFFICE OF THE CITY CLERK, 501 PALM AVENUE, 3RD FLOOR, HIALEAH, FLORIDA 33010).**

## 2.17. GROUNDS FOR REJECTING RESPONSES

The City reserves the right to reject any and all Responses for reasons including, but not limited to, the following: (1) when such rejection is in the best interests of the City; (2) if such Response is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Response contains any material misstatements, irregularities, defects, errors, mistakes or omissions. Minor irregularities contained in a Response may be waived by the City in its discretion. A minor irregularity, technicality, error, mistake, or omission is a variation from the Solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

Responses found to be non-responsive may not be considered. A Response may be found to be non-responsive because, among other things, the Respondent: failed to utilize or complete or sign the required forms; failed to provide any information requested by the City; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; or provided improper or undated signatures. The City's grounds for rejecting Responses include, but are not limited to, evidence of: collusion among Respondents; a lack of experience, expertise, or other qualifications to perform the required work; a submission of more than one Response by any Person under the same or different names; the failure to perform satisfactorily or meet financial obligations on previous contracts; the employment of unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; the listing of a Respondent on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects; or the listing of a Respondent on the City's or the State's Debarred, Convicted or Discriminatory Contractor's List or a listing of the Respondent as a debarred or discriminatory vendor per Section 287.133, Florida Statutes or discriminatory vendor under Section 287.134, Florida Statutes or is contracting with scrutinized companies under Section 287.135, Florida Statutes or is a suspended vendor under Section 287.1351, Florida Statutes or has antitrust violations per Section 287.137, Florida Statutes, or is in violation of Section 287.138, Florida Statutes, prohibiting contracting with entities of foreign countries of concern. In addition, Responses will be rejected if the Responses are not delivered to the City's Purchasing Division on or before the date and in the manner and time specified for the submittal of the Response.

## 2.18. CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS

After the advertisement of this Solicitation, all communications concerning this Solicitation shall be directed to the City's Purchasing Division Department. Potential Respondents and their agents and employees shall not contact the Mayor, any member of the City Council, or any member of the City staff, except the Purchasing Division Director, to discuss this Solicitation. Notwithstanding any other provision of this section, the imposition of a cone of silence on this Solicitation shall not preclude purchasing staff from obtaining industry or trade comments, input, or performing market research provided all communications related thereto with a potential offeror, service provider, Respondent, lobbyist, or consultant are in writing or are made at a duly noticed public meeting. The Miami-Dade County Cone of Silence Ordinance, Section 2-11.1(t), Miami-Dade County Code is deemed as being incorporated by reference herein and made

applicable to this solicitation. **This Section does not apply to oral communications at pre-solicitation meetings, oral and/or written presentations before selection committees, contract negotiations, and public presentations made to the City Council during any duly noticed public meeting. A copy of all written communications must be filed with the City Clerk and a copy will be forwarded to other respondents who are on record for this Solicitation.**

## 2.19. BUSINESS ENTITY REGISTRATION

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

## 2.20. STATE REGISTRATION REQUIREMENTS

Any Respondent required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapters 607, 608, 617, and/or 621 Florida Statutes. A copy of the registration/application and current certificate of good standing will be required prior to the award of a contract. Any partnership submitting in response to this Solicitation shall have complied with the applicable provisions of Chapter 321, Florida Statutes. Any Limited Liability Company submitting in response to this Solicitation shall have complied with the applicable provisions of Chapter 605, Florida Statutes.

## 2.21. EXECUTION OF SOLICITATION

The Response must contain a manual signature (an electronic signature conforming to the requirements of Florida law is acceptable) of an authorized representative in the space provided on the Response Form. Failure to properly sign the Response shall invalidate the same and it shall NOT be considered for award eligible for consideration or award. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be dated and initialed by the person signing the Response. Electronic initialing approved by Florida Law is acceptable. Any illegible entries, pencil Responses, or corrections not initialed will not be tabulated. The original Response conditions and specifications CANNOT be changed or altered in any way after being submitted to the City.

## 2.22. LEGAL REQUIREMENTS

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

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

## 2.23. SOLICITATION OPENING

Solicitations shall be opened electronically on the date and at the time and in the manner specified on the [City's e-Procurement Portal](#). Solicitations will not be opened except as provided in this section.

## 2.24. DISPUTES

In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Purchasing Director, after consultation with the City Attorney shall be final and binding on both parties. Any timely protest meeting the requirements of Section 2-815.1 of the City Code shall be handled pursuant to Section 2-815.1 of the City Code.

## 2.25. PATENTS & ROYALTIES

The Respondent, without exception, shall indemnify, defend (at its own cost and expense), hold, and save harmless the City of Hialeah, Florida, and its officials & employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, intellectual property rights, process, goods, or articles manufactured or used in the performance of the contract, including their use by the City. If the Respondent uses any design, device, or materials covered by letters, patent, copyright, and/or any other intellectual property rights it is mutually understood and agreed, without exception, that the Response prices shall include all royalties and/or costs arising from the use of such design, device, or materials in any way involved in providing the required goods or services. This Section shall survive the cancellation/expiration of the Contract and the Work.

## 2.26. OSHA

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

## 2.27. SPECIAL CONDITIONS

Any Special Conditions that vary from these General Conditions shall have precedence and in the event of an express conflict, the Special Condition(s) will govern and control.

## 2.28. ANTI-DISCRIMINATION

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

## 2.29. INSURANCE/PERMIT

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

Respondent has designated in the completion of the contract as a result of the Response. The Insurance Coverage required by the City for this Work is provided in the Response. Any modifications to the Insurance Coverage must be approved in advance and in writing by the City Risk Manager or designee prior to solicitation closing on Tuesday, July 21, 2026. This Section shall survive the cancellation/expiration of the Contract and the Work.

**NO MODIFICATIONS TO THE INSURANCE REQUIREMENTS WILL BE ALLOWED AFTER THE SOLICITATION CLOSING.**

## 2.30. BID BOND/BID SECURITY/BID DEPOSIT

**A bid bond will be required if the bid amount exceeds \$100,000.00.** A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of **five percent (5%) of the total bid amount must be submitted as an original hard copy prior to the closing date and time of the solicitation.** The bonding company must appear on the US Treasury List. The Bid Bond of the successful Respondent will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Bidders will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Bidder being "non-responsive" and rejected. The original bid bond must be delivered prior to the closing of the solicitation to the Purchasing Division with the name of the solicitation clearly indicated.**

## 2.31. PERFORMANCE AND PAYMENT BOND

**Performance and Payment Bonds will be required if the contract amount exceeds \$ 200,000.00.** The successful Bidder shall post a Performance and Payment Bond from a Corporate Surety after an approved award, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted on a per project basis and shall be a sum equal to one hundred percent (100%) of each project(s) total, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Contractor with the City Clerk, in the full amount of the contract price, as set forth here within this section in form and with corporate surety currently authorized to transact business in Florida, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing goods, services, equipment, supplies, and/or materials in connection with the Contract and indemnifying, defending, and holding harmless said City of Hialeah from any expense, loss, action, claim, or cost arising from and out of the improper/deficient/defective/substandard/negligent performance of said Contract and/or the failure to make required payments to all such persons.

## 2.32. BID BOND/BID SECURITY/BID DEPOSIT FORFEITED LIQUIDATED DAMAGES

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

Bond Amount	Best Rating	
500,000 to 1,499,999	A	VI
1,500,000 to 2,499,999	A	VIII
2,500,000 to 4,999,999	A	X
5,000,000 to 9,999,999	A	XII
over 10,000,000	A	XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bid and/or Request for Proposals is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

## 2.33. FACILITIES

The City reserves the right to inspect the Respondent's facilities and /or local office at any time during regular business hours with prior oral or written notice.

## 2.34. SOLICITATION TABULATIONS

Solicitation Tabulations will be made available electronically to all Respondents upon award of this solicitation via the City of Hialeah e-Procurement Portal <https://procurement.opengov.com/portal/cityofhialeahfl>.

## 2.35. APPLICABLE LAW AND VENUE; ATTORNEY'S FEES

The laws of the State of Florida shall govern this Solicitation and the contract between the City of Hialeah and the successful Respondent. Any action or proceeding including, without limitation, dispute resolution and/or mediation, concerning this Solicitation or the Agreement shall be brought exclusively in the State or Federal Courts or administrative officers in and for Miami-Dade County, Florida. Parties consent to jurisdiction within Miami-Dade County, Florida. Each party shall bear their own attorney's fees.



## 2.36. CLARIFICATION AND ADDENDA TO SOLICITATION SPECIFICATIONS

If any person contemplating submitting a Response under this Solicitation is in doubt as to the true meaning of the specifications or other Solicitation documents or any part thereof, the Respondent must submit a request for clarification to the City of Hialeah Purchasing Director. Respondents shall submit all inquiries regarding this Solicitation via the City of Hialeah e-Procurement Portal, located at <https://procurement.opengov.com/portal/cityofhialeahfl>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City of Hialeah e-Procurement Portal. Respondents may also click "Follow" on this Solicitation to receive an email notification when answers are posted. It is the responsibility of the respondent to check the website for answers to inquiries.

Any interpretation of the Solicitation, if made, will be made only by Addendum duly issued by the City of Hialeah Purchasing Division Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Responses are required.

## 2.37. AWARD OF CONTRACT

**Firm Offer and Pricing Hold:** By submitting a Response to this Solicitation, the Respondent acknowledges and agrees that their Response and all submitted pricing constitute a firm, irrevocable offer. The Respondent explicitly agrees to honor and hold firm all pricing, terms, and conditions proposed in their Response for a minimum period of one-hundred and eighty (180) calendar days from the official date and time of the Bid opening. No price escalation, surcharge, market adjustment or additional fee shall apply during such period.

- A. The Formal Solicitation, any addenda issued, the Respondent's response, and the Purchase Order, which for purposes of this Solicitation collectively serve as the Contract Documents, and any Work Order(s) or similar document issued by the City, shall constitute the entire Contract unless modified in accordance with any ensuing Contract, or amendment approved by the City and executed by the parties.
- B. The City may award a contract to a Respondent only through action taken by the City Council.
- C. While the City may determine to award a contract to a Respondent(s) under this Solicitation, said Award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Respondent shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Respondent is in default, the City, through the Purchasing Division Director, will void/rescind its acceptance of the Respondent's offer and may determine to select the second lowest most responsive, responsible Respondent, reject remaining responses and/or re-solicit Responses. The City may, at its sole option, seek monetary restitution from the defaulting Respondent as a result of damages or excess costs sustained and/or may prohibit the Respondent from submitting future Responses for one (1) year.

- D. The City reserves the right to exercise the option to renew a term contract of any successful Respondent(s) to a subsequent optional renewal period; provided that such option is stipulated in the contract ultimately awarded in regard to this Response; provided that such option is agreed in the contract awarded in regard to this Response.
- E. The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this Response. Any such extension shall be upon the same terms and conditions contained in the original contract unless otherwise approved in writing by the City.
- F. The City reserves the right to award the Contract on a split-order, lump sum, individual-item, multiple item/respondent(s) basis, or such method of award in the best interest of the City, unless otherwise specified.
- G. Where the Contract involves a single shipment of goods to the City, the Contract term shall conclude upon completion of the expressed or implied warranty periods.

## 2.38. ASSIGNMENT

The City has relied on the Respondent's submission in selecting the Respondent. The Respondent shall not assign, transfer, convey, sell, pledge, grant, or otherwise dispose of any contract, or similar document, in whole or in part, including any or all of its right, title, or interest therein, or its power to execute such contract to any person, company, incorporated business entity including a corporation or LLC without the prior written consent of the City, which may be withheld, refused or conditioned.

## 2.39. LAW, PERMIT AND REGULATIONS

The Respondent shall apply for, obtain and pay all licenses, permits, regulatory and other required approval(s), and inspection fees as may be required by the Agreement, by law, and this Solicitation. The Respondent shall comply with all applicable laws, ordinances, regulations, and Florida Building Code requirements applicable to the construction, goods or services contemplated herein.

## 2.40. SPOT MARKET PURCHASES

It is the intent of the City to purchase the goods and/or services specifically listed in this Solicitation from the selected Respondent. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e., Federal, State, County, Entities or Agencies, Special Districts, other public agency, or local contracts.

## 2.41. INCENTIVES/ DISCENTIVES

The City has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods, materials, supplies, or services if included in the Contract Documents.



## 2.42. NON-COLLUSION

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

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

## 2.43. STANDARDIZED CHANGES

Contract documents shall be modified, if necessary, to reflect the requirements of 23 Code of Federal Regulations ("CFR") 635.109, as amended. The changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 United States Code ("U.S.C.") 106, as amended.

## 2.44. E-VERIFY EMPLOYMENT VERIFICATION

The Successful Respondent shall E-Verify the employment status of all employees and subcontractors to the extent required by federal, state, and local laws, rules, and regulations. The Successful Respondent shall not employ, contract, hire, or retain any person who is not legally authorized under federal law to be employed in the United States, as set forth in 8 U.S.C. Section 132a(h)(3), as interpreted by any applicable federal rule or regulation and pursuant to Chapter 448.95 of the Florida Statutes. The City shall consider the employment by any Successful Respondent of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Successful Respondent knowingly employs unauthorized aliens, such violation shall be cause for termination of the Contract. Furthermore, the Successful Respondent agrees to utilize the U.S. Agency of Homeland Security's E-Verify System, <https://everify.uscis.gov/emp>, to verify the employment eligibility of all employees during the term of this Contract. The Successful Respondent shall also include a requirement in subcontracts that the subcontractor shall also utilize the E-Verify System to verify the employment eligibility of all employees of the subcontractor during the term of this Contract. A sample E-Verify affidavit to be submitted to the City is attached.

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for the duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If the City has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the City shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination, the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that the Contractor shall be liable for any additional costs incurred by the City because of such termination.

In addition, if the City has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but the Contractor has otherwise complied with its requirements under those statutes, then the Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the City of such violation by the Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the City, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

## 2.45. DRAFT AGREEMENT

Respondents should fully review the Draft Agreement in its ENTIRETY. Exceptions not expressly and timely taken by addendum process of clarifications to questions posed are expressly and unconditionally waived. A copy of the Draft Professional Services Agreement is attached to this solicitation.

## 2.46. NO SHARING OF DATA WITH CERTAIN FOREIGN COUNTRIES OF CONCERN

Respondent affirms by the Form included in this Solicitation that it does not meet any of the criteria listed in Section 287.138 (2) (a) ---(c), Florida Statutes.

- A. The Respondent intending to provide goods or services to the City during any contract renewal, extension, or amendment, as applicable, affirms and stipulates that it is not in violation of Florida Statutes (F.S.) 287.138 entitled "Contracting with entities of foreign countries of concern prohibited."
- B. The Respondent further affirms to the City, as a governmental entity defined in Florida Statutes (F.S.) 287.138, that: it is not giving access to an individual's personal identifying information if the foreign country of concern, as defined in F.S. 287.138, owns the entity or has a controlling interest in the entity or the entity is organized under the laws of or has its principal place of business in a foreign country of concern.
- C. A sample affidavit concerning Contracting with foreign countries of concern is attached. This Affidavit will affirm under penalty of perjury that the Contractor does not meet any of the criteria in paragraphs (2) (a)-(c) of 287.138, F.S.. All Affidavits must be executed and submitted to the City prior to any award of this Contract. Affidavit forms are available, upon request, from the City Purchasing Divisions.

## 2.47. NO LABOR THROUGH COERCION

Respondent affirms that it does not use coercion for labor or services it uses as defined in 787.06, F.S. Respondent, prior to entering into an Agreement with the City shall furnish an Affidavit, under penalty of perjury, that it does not use coercion for labor or services.

## 2.48. NO ILLEGAL TRANSPORT OF ALIENS

### **Prohibition Against Governmental Entity Contracts With Common Carrier or Contracted Carrier**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the Common Carrier or Contracted Carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), titled "Prohibition against governmental entity contracts with Common Carriers," etc. as amended, which is deemed as being incorporated by reference in this Solicitation. All definitions and requirements from Section 908.111, F.S. apply to this Solicitation.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this solicitation in the response section - Common Carrier or Contracted Carrier Attestation Form and must be executed by Contractor and provided to the City of Hialeah when entering, amending, or renewing a Contract. The Contract shall not be effective unless and until Contractor executes and provides such attestation.

Additionally, the Contractor acknowledges and agrees that this Paragraph and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 2.22 of this Solicitation (LEGAL REQUIREMENTS). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the City, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the City and Contractor shall take all actions as provided for in of this Contract. If the City terminates this Contract for cause under this subsection, the City shall retain its rights under this Solicitation (1) terminate or cancel any other Contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, (2) debar Contractor from the City contracting in accordance with the City or other applicable debarment procedures.

## 2.49. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Respondent(s) or their assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense. No guarantee, warranty or representation is made that any particular project(s) or work will be awarded to any firm(s).

## 2.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

At the option of the awarded respondent, the submission of any Response in response to this Solicitation constitutes a Response made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, special districts, and cities.

Each governmental agency desiring to accept these Responses, and make an award thereof, shall do so independently of any other governmental agency. Each agency is responsible for its own purchases and

each shall be liable only for goods, materials and/or services ordered and received by it and no agency assumes any liability by virtue of this Response excepting its own purchases.

## 2.51. INDEMNIFICATION OF CITY

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

If a City's Released Parties requests that the Respondent/Contractor defend it with respect to any legal proceeding for which the City's Released Parties are entitled to indemnification, the City's Released Parties may participate in the defense at the Respondent/Contractor's sole cost and expense. The Respondent/Contractor shall advance or promptly reimburse to a City's Released Parties any and all costs and expenses incurred by the City's Released Parties in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City's Released Parties are entitled to indemnification under this Section, whether or not the City's Released Parties is a party or potential party to it. This Section shall survive the cancellation or expiration of this Agreement. This Section will be interpreted to comply with Sections 725.06 and/or 725.08, Fla. Stat., as and if applicable. If any sentence or Section is judicially declared to be invalid it shall be severable and independent from the remainder of the Section which will continue in operative force and effect.

## 2.52. CONFLICTS OF INTEREST

The City's conflict of interest guidelines are contained in Chapter 26 of the City Code, as amended, and the guidelines shall apply to any Response submitted in response to this Solicitation. Each Respondent, City employee, Council member, and the Mayor also must comply with all applicable requirements set forth in Section 2-11.1 (Conflict of Interest and Code of Ethics Ordinance) of the Miami-Dade County Code of Ordinances and Florida Ethics Code, Sections 112.311-112.3261, Florida Statutes. Respondents should be aware that no Person under the City's employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation may have any personal financial interest, directly or indirectly, with any vendor providing professional or other goods and/or services on work assigned to the

Respondent, except as fully disclosed to and if approved by the City. No Person having such an interest shall be employed by the Respondent to work or consult on this project.

## 2.53. METHOD OF PAYMENT

The City complies with Sections 218.70-218.80, Florida Statutes (The Local Government Prompt Payment Act). Prompt payment is made within forty-five (45) days of the date on which proper invoicing is received for goods and services, and twenty-five (25) business days for construction services. These time limits will not apply if an invoice is improper/incomplete or is contested/ controverted.

## 2.54. OBJECTIONS AND PROTESTS

Pursuant to Section 2-815.1 of the City Code, Any responsible bidder, qualified bidder, or any qualified offeror, submitting a responsive bid or proposal, who is aggrieved in connection with the solicitation or the proposed award of a contract may file a written protest with the city clerk. The following procedures shall be used for resolution of protested formal solicitations and awards over the minimum bid amounts set forth in Section 2-812 the City Code, as amended:

1. *Protest of solicitations.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract over the minimum bid amounts set forth in Section 2-812 may file a written protest with the city clerk within five business days prior to the date set for opening of bids or receipt of proposals. The protest shall be filed within five business for opening of bids or receipts of proposals.
2. *Protest of award.* Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award to the City Council over the minimum bid amounts set forth in Section 2-812 of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.
3. *Note no protest is provided in the City Code for contracts under the current minimum bid amounts set forth in Section 2-812 of the City Code, as amended*

## 2.55. TIE SOLICITATIONS

Whenever two or more Responses which are equal with respect to price, quality, and service are received by the City ("tie responses") for the purchase of commodities or contractual services, a Response electronically received first in time and verified by the Purchasing Director's office will be given preference in the award process.

## 2.56. INSURANCE

Each Respondent must provide proof of its ability to obtain insurance complying with the requirements specified in the Agreement. At a minimum, each Respondent shall submit an "Information Only Accord Certificate" demonstrating the Respondent's ability to obtain the required level of insurance. Certificates of insurance complying with the requirements in the Agreement do not need to be submitted with the Response; however, certificates of insurance will be required before the City executes the Agreement with the Contractor. The Contractor must submit, prior to signing the Agreement, Certificates of Insurance naming the City of Hialeah as an additional insured for the insurance required by this Solicitation. The

Contractor must ensure that all required insurance coverage remains current and in effect throughout the remainder of the term of the Agreement.

All insurers must satisfy the applicable requirements set forth in the Insurance Requirements and Insurance Checklist found in the Response of this Solicitation. The City's Risk Manager must review and approve the insurers and the certificates of insurance before the City executes the Agreement with the Contractor.

## 2.57. SOLICITATION CONDITIONS

### **THE CITY'S RIGHTS**

In its sole and absolute discretion, the City may: reject any or all Responses; cancel and re-advertise this Solicitation; postpone or cancel this Solicitation process at any time; or waive any minor irregularities, technicalities, omissions, or mistakes in this Solicitation or in any Response received by the City. These, by definition, can never change prices or give a Respondent an advantage or benefit over any other Respondents.

The City shall have the sole and absolute discretion to determine: the manner and extent to which the City will investigate a Respondent's qualifications; whether a Respondent is responsive and responsible; whether a Respondent will be awarded the Agreement; and whether any award will be made as a result of this Solicitation. In addition to these rights, the City reserves unto itself all other rights, privileges, and immunities provided by law, custom, Home Rule Powers, and regulations. The City expressly reserves the rights to reject some or all of the responses, to re-advertise/re-bid, and/or reject the award/execution of any Agreement.

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

The submittal of a Response shall constitute an offer by the Respondent to provide the goods/services described in this Solicitation, subject to and in compliance with the requirements in the Agreement.

There shall be no contractual expectations as a result of the response being awarded. If a contract is fully executed then work under the contract may commence once the City issues a Work Order, Notice of Commencement or Notice to Proceed, as applicable.

BY SUBMITTING A RESPONSE, EACH RESPONDENT ACKNOWLEDGES AND AGREES THAT THE RESPONDENT ACCEPTS ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS IMPOSED ON THE RESPONDENT IN THIS SOLICITATION AND ANY APPENDED AGREEMENT (CONTRACT).

### **RULES, REGULATIONS, AND REQUIREMENTS**

Each Respondent shall comply with all applicable laws, including but not limited to all local, state, and federal laws, codes, ordinances, rules, and regulations applicable to this Solicitation and the services required in the Agreement.

## 2.58. SOLICITATION SUBMISSION

Sealed Responses will be received for the Solicitation through the City of Hialeah e-Procurement Portal located at <https://procurement.opengov.com/portal/cityofhialeahfl>.

Each Response submitted to the City must include all of the original completed Response forms to include original electronic/digital signatures, and all of the information requested in the Response forms and this Solicitation. Responses may be considered "non-responsive" if the required information is not submitted with the Response, particularly with any "must" requirements that are stated in mandatory terms in the solicitation.



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

All responses should include ALL fees, including shipment, delivery, and related charges (if any). Shipments must be via "FOB Destination "arrangements.

## 2.59. LATE SUBMISSIONS

Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections or in any other manner than as required in this Solicitation. The City of Hialeah strongly recommends completing and submitting your response well ahead of the deadline.

## 2.60. SOLICITATION CLARIFICATIONS AND INQUIRIES

Respondents shall submit all inquiries regarding this Solicitation via the City of Hialeah e-Procurement Portal, located at <https://procurement.opengov.com/portal/cityofhialeahfl>. Please note the deadline for submitting inquiries. Late inquiries will not be considered. All answers to inquiries will be posted on the City's e-Procurement Portal. Respondents may also click "Follow" on this Solicitation to receive an email notification when answers are posted. It is the responsibility of the Respondent to check the website for answers to inquiries.

The Solicitation number and title must be identified in all correspondence. Be sure to include the page and paragraph number of the Solicitation for each question and suggestion to ensure that they are responded to correctly. All questions and suggestions must be delivered no later than **Tuesday, July 14, 2026 at 2:00 pm**. Each Respondent shall be deemed to have waived all objections to the terms of this Solicitation that are not submitted to the Purchasing Division Director in compliance with the requirements and deadline in this Section.

The City will only respond to questions timely submitted to the City via the e-procurement Portal.

**NO ORAL QUESTIONS OR SUGGESTIONS WILL BE ADDRESSED BY THE CITY. NO QUESTIONS WILL BE ACCEPTED AFTER THE DEADLINE FOR SUBMITTING WRITTEN QUESTIONS ON THE E-PROCUREMENT PORTAL.**

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

### 3. SCOPE OF WORK

#### 3.1. Project Summary

The City of Hialeah Information Technology Department is requesting quotes to install new 10 Gbps Fiber Optic cables to various buildings to expand and secure the City's network infrastructure. The primary objectives of this project are to:

1. Successfully install the specified fiber optic links at 10 Gbps throughout.
2. Ensure the new connections meet or exceed industry standards for performance and reliability at 10 Gbps operation over the required distances.
3. Provide comprehensive testing, documentation, and knowledge transfer for the new links.
4. Complete the project within the agreed-upon schedule.

#### 3.2. Project and Fiber Run Locations

The project includes the following City Locations:

City Locations		
	Property Name	Property Address
1.	Police Main Station	5555 E 8th Ave, Hialeah, FL 33013
2.	Police Training	810 E 56th St, Hialeah, FL 33013
3.	Emergency Operations Center	808 E 56th ST, Hialeah, FL 33013
4.	Parks & Community Engagement	5601 E 8th Ave, Building 4, Hialeah, FL 33013
5.	Construction & Maintenance	5601 E 8th Ave, Building 1, Hialeah, FL 33013
6.	Solid Waste	5601 E 8th Ave, Building 2, Hialeah, FL 33013
7.	Fleet Maintenance	900 E 56th Street, Building 3, Hialeah, FL 33013

The project includes the following inter-building (Outside Plant - OSP) and intra-building (Inside Plant - ISP) fiber links:

Fiber Cable Runs			
	Run Start Point	Run End Point	Link Type



1.	Police Main Station	Emergency Operations Center (EOC)	Outside Plant
2.	Police Main Station	Police Training Building	Outside Plant
3.	Emergency Operations Center (EOC)	Parks & Community Engagement	Outside Plant
4.	Parks & Community Engagement	Construction & Maintenance Building	Outside Plant
5.	Parks & Community Engagement	Solid Waste Building	Outside Plant
6.	Parks & Community Engagement	Fleet Maintenance	Outside Plant
7.	Police Main Station, First Floor	Police Main Station, Second Floor	Inside Plant
8.	Police Main Station, First Floor	Police Main Station, Third Floor	Inside Plant



### 3.3. Equipment and Material Requirements

The Contractor shall provide the following new equipment and materials, meeting or exceeding the specifications listed:

- **Termination Hardware:** Provide Fiber optic patch panels, adapter plates (LC), splice trays, pigtails, connectors, outdoor-rated enclosures (if applicable), etc.
- **Labeling:** Professional, machine-printed labels adhering to TIA-606 or City standards for all patch cords and termination points.
- **Consumables:** All necessary cleaning supplies (fiber optic cleaners, wipes, swabs), and consumables for termination/splicing.

**Note:** SFP+ Transceivers are not required to be provided by the Contractor.

### 3.4. Scope of Work

**The Contractor shall perform, but is not limited to, the following tasks for each of the eight specified fiber links:**

**1. Site Survey and Assessment:**

- A. Conduct a thorough physical site survey at all listed termination points (Police Main Station, EOC, Police Training Building, Parks & Community Engagement, Construction & Maintenance, Solid Waste, and Fleet Maintenance).
- B. Identify new termination hardware (patch panels, connectors - LC).
- C. Assess the availability of existing pathways, underground conduit space, aerial pathways, and indoor rack space.
- D. Identify any potential challenges or requirements for the installation.

**2. Design and Engineering:**

- A. Based on the site survey, provide a detailed design for the 10 Gbps installation for each new link.
- B. Design must ensure compatibility with the City's existing fiber plant and network equipment.

**3. Material and Equipment Procurement:**

- A. Procure all required materials as specified in Section 3.3. All materials must be new and meet project specifications.

**4. Installation:**

- A. Install 12-strand Single-Mode (OS2) fiber for all inter-building (OSP) runs.
- B. Install 12-strand Multi-Mode (OM4) or Single-Mode (OS2) fiber for the intra-building runs at the Police Station, as determined during the site survey, to support 10 Gbps.
- C. OSP cabling must be outdoor-rated, UV-resistant, and water-blocked (gel-filled or gel-free).
- D. Ensure all installations adhere to best practices for cable management, bend radius protection, and labeling. Label all patch cords and connections clearly at both ends according to TIA-606 or City-specified standards.

**5. Configuration:**

- A. The City's IT Department will be responsible for the logical configuration (VLANs, IP addressing, routing) of the network equipment ports. However, the Contractor shall coordinate closely with City IT staff and be available to assist during configuration and testing if required.

**6. Testing and Commissioning:**

- A. End-to-end optical power meter testing (light loss measurement) to ensure compliance with calculated link loss budget for 10GBASE-LR/SR (as applicable).
- B. Optical Time Domain Reflectometer (OTDR) traces for each new fiber strand.
- C. End-to-end network throughput testing using appropriate test equipment (e.g., Fluke Networks, Viavi, IXIA) or software tools agreed upon with the City, demonstrating sustained 10 Gbps throughput with acceptable latency and zero packet loss/errors

over a defined test period (e.g., 1 hour).

- D. Submit detailed test reports to the City for review and approval prior to final acceptance.

7. **Documentation:**

- A. Provide comprehensive "as-built" documentation as detailed in Section 3.8.

8. **Warranty:**

- A. The Contractor shall provide a minimum one-year warranty on all workmanship and installation services. Manufacturer warranties for hardware shall be passed through to the City.

9. **Administrative & Compliance:**

- A. **Licensing Requirements:** The primary Contractor must possess and maintain a valid Florida Certified Specialty Electrical Contractor License (Low Voltage / Limited Energy Systems Specialty - ES) or equivalent.
- B. **Subcontractors & Excavation Licensing:** The Contractor must explicitly identify any potential subcontractors (e.g., for directional boring, trenching, or aerial pathway installation) within their quote response using the provided Subcontractor Form. In the event that unforeseen conditions require new underground pathway creation, the entity performing the excavation—whether the primary Contractor or a declared Subcontractor—must possess an active Florida Underground Utility and Excavation Contractor License. All subcontractors are subject to City approval.
- C. **Permitting:** Obtain any necessary municipal permits (City of Hialeah permit fees will be reimbursable) and comply with all applicable building and electrical codes.

### 3.5. Contractor Responsibilities

1. **Construction & Site Management:**

- A. **Utility Locates:** Comply with all Florida Sunshine One Call requirements prior to any trenching or directional boring.
- B. **Property Protection:** Take full responsibility for protecting existing structures (paving, catch basins, utilities). Any damage to public or private property must be repaired promptly at the Contractor's expense.
- C. **Safety & Traffic:** Supply all necessary barricades and warning signs. If work impacts roadways, provide a Maintenance of Traffic (MOT) plan in accordance with MUTCD requirements.
- D. **Surface Restoration:** The cost of restoring any pavement, sidewalks, or parkways disturbed by the Contractor must be included in the unit pricing. No separate payment will be made for surface restoration.
- E. **Construction Waste & Debris Removal:** Any debris or waste generated as a result of construction, trenching, or boring must be removed by a City-authorized waste hauler, or the Contractor must provide proof of disposal at a licensed facility in compliance with local municipal codes. The Contractor shall be responsible for all



costs associated with the legal collection and disposal of all construction-related materials. For more information, please visit <https://www.hialeahfl.gov/1079/Non-Exclusive-Franchise-Program>.

## 2. **Contract Administration**

- A. **Change Orders:** Any work that varies from the original scope (including unforeseen pathway remediation) requires a written Change Order pre-approved by the City's Project Manager.
- B. **Release of Liens:** Furnish applicable partial or full releases of liens from all subcontractors and material suppliers prior to the processing of invoices.
- C. **Punch List:** Complete any punch-list items or non-conforming work at no additional cost within 30 days of project completion.

## 3.6. Project Schedule

- 1. The Contractor shall provide a proposed project schedule with their bid, detailing timelines for each major task (Site Survey, Design, Procurement, Installation, Testing, Cutover, Documentation).
  - A. The City desires the project to be completed within 60 days of the Notice to Proceed.
  - B. Work within City buildings must typically be performed during normal business hours (e.g., Monday-Friday, 8:00 AM - 5:00 PM EST), unless otherwise approved by the City. Cutover activities and any disruptive exterior pathway work may require after-hours or weekend scheduling, coordinated in advance.

## 3.7. Testing and Acceptance Criteria

- 1. **Visual Inspection:**
  - A. All workmanship, cable management, and labeling will be inspected for neatness, adherence to standards, and completeness.
- 2. **Performance Testing:**
  - A. Each new link must pass optical power meter testing within the calculated link loss budget. Each new link must demonstrate error-free operation at sustained 9.5 Gbps or greater throughput during the agreed-upon network test period.
- 3. **Documentation Review:**
  - A. All required documentation must be submitted and approved by the City.
- 4. **Final Acceptance:**
  - A. Final acceptance will be granted by the City's designated representative upon successful completion and verification of all tasks, deliverables, testing requirements, and documentation outlined in this SOW.

### 3.8. Site Conditions and Access

1. Work locations include both climate-controlled office environments/equipment rooms AND exterior environments (underground conduits, manholes, or aerial pathways) required for inter-building connections.
2. Contractor personnel must comply with all City security procedures and access requirements. Background checks may be required for personnel working in sensitive areas (e.g., Police Station, EOC).
3. The City will provide escorted access to required interior work areas during agreed-upon hours.
4. Contractor is responsible for field-verifying all measurements, conditions, existing conduit viability, and equipment compatibility.
5. Unforeseen Conditions: If unforeseen exterior pathway conditions arise (such as collapsed, blocked, or full underground conduits) that require the creation of new pathways, the Contractor must notify the City immediately. The Contractor shall not commence any corrective pathway work without prior written authorization and an approved Change Order utilizing the established unit pricing.

### 3.9. Documentation Requirements

1. As-Built Drawings showing final cable routing paths (both indoor and outdoor) and termination points.
2. Detailed inventory list of all installed equipment (SFPs, patch cords), including manufacturer, model number, serial number (if applicable), and location.
3. Complete fiber optic test results, including:
  - A. Optical power meter readings (loss measurements) for each link/strand used.
  - B. OTDR traces.
  - C. Network throughput test reports (latency, packet loss, bandwidth).
4. Warranty information for all installed hardware.
5. Electronic copies of configuration files or relevant configuration details (if Contractor assists in configuration).
6. Certified Project Completion Report summarizing the work performed and confirming successful installation of new links.

### 3.10. Response Requirements

1. **References:** The Contractor must provide a list of three (2) professional references in the **RESPONSE Section** of this solicitation. The list must include the name of the entity, contract dates, a description of the completed work or goods supplied, a contact

person, their email address, and a current telephone number. References may be from either public or private entities; do not include references from the City of Hialeah. **NO RESPONSE WILL BE CONSIDERED WITHOUT THIS WRITTEN LIST OF TWO (2) REFERENCES.**

2. **Completed Contracts:** The Contractor must submit proof of a minimum of two (2) completed contracts within the last five (5) years that are substantially similar in scope and value to the requirements of this solicitation. This list must be provided in the **RESPONSE Section** and include the client entity name, the client's contact person (name, title, telephone number, and email), a narrative description of the services performed, the contract duration (start and end dates), and the total dollar amount of the contract. Proof may be from government agencies or private entities. Do not include completed contracts with the City of Hialeah. **NO RESPONSE WILL BE CONSIDERED WITHOUT THIS WRITTEN LIST OF THREE (2) COMPLETED CONTRACTS.**

## 4. QUOTE RESPONSE

### 1. GENERAL INFORMATION

1.1. *Confirm the vendor is registered with the Florida Department of State, Division of Corporations (Sunbiz) in accordance with Florida Statute §607.1501\**

☐ Please confirm

\*Response required

1.2. *Address for Headquarters location.*

*Maximum response length: 200 characters*

1.3. *Will the office listed above be providing the requested services or goods?\**

☐ Yes

☐ No

\*Response required

1.4. *Contact Person \**

Name

\*Response required

1.5. *Contact Person\**

Company Title

\*Response required

1.6. *Contact Person\**

Phone Number

\*Response required

1.7. *Contact Person\**

Email

\*Response required

1.8. *What year was the company founded?\**

\*Response required

1.9. *How many years has the company operated under it's current name?\**

\*Response required

1.10. *Provide a description of the nature of the company's business.\**

\*Response required



1.11. *How many years has the company been in the present business?\**

\*Response required

## 2. Questionnaire

2.1. *Confirm that the vendor hereby makes all certifications required by Florida Statute §287.133 related to public entity crime.\**

☐ Please confirm

\*Response required

2.2. *The vendor acknowledges that it has read, understands and will comply with Florida Statute §448.095 pertaining to required use of the U.S. Department of Homeland Security E-Verify system. Should the City terminate the contract with the vendor for violation of §448.095, vendor may not be awarded a contract with the City for at least one year.\**

☐ Please confirm

\*Response required

2.3. *The vendor acknowledges that its quote response is subject to Public Records laws (Chapter 119, Florida Statutes).\**

☐ Please confirm

\*Response required

2.4. *The vendor hereby makes all certifications required by Florida Statute §287.135 related to scrutinized companies.\**

☐ Please confirm

\*Response required

2.5. *The vendor hereby makes all certifications required by Florida Statute §287.138 related to Contracting with entities of foreign countries of concerned prohibited.\**

☐ Please confirm

\*Response required

2.6. *Is vendor required to provide any disclosures to the City regarding a foreign country of concern pursuant to Florida Statutes §286.101 (3)(a)?\**

☐ Yes

☐ No

\*Response required

2.7. *The vendor hereby makes all certifications required by Florida Statute § 287.087 related to Preferences to Businesses with drug-free workplace program.\**

☐ Please confirm

\*Response required

2.8. *The vendor hereby makes all certifications required by Florida Statute § 787.06 related to Kidnapping; Custody Offenses; Human Trafficking and Related Offenses".\**

☐ Please confirm

\*Response required

2.9. *Describe any litigation that the vendor has been a party to in the last five years where it was alleged that the offeror breached a contract for similar services with a client/customer and describe any contracts for similar services that the vendor failed to complete for similar services. Describe the facts and status of any such litigation or contract. \**

If not applicable, type N/A

\*Response required

2.10. *Identify any government entity that has debarred or otherwise prohibited the vendor from responding to its competitive solicitations within the last five years. Describe the circumstances surrounding such debarment or other prohibition. \**

if not applicable, type N/A.

\*Response required

### 3. Required Licenses

#### 3.1. Licenses\*

A. Respondent must submit proof of a valid **Florida Certified Specialty Electrical Contractor License (Low Voltage / Limited Energy Systems Specialty - ES)** or equivalent recognized license allowing the performance of this specific work.

B. Respondent must submit a copy of a valid Business Tax Receipt (BTR).

\*Response required

### 4. Reference #1

The reference may be either public or private entities. Do **not** include references from the City of Hialeah.

4.1. *Entity Name\**

\*Response required

4.2. *Contract Term Dates\**

\*Response required

4.3. *Description of goods or services supplied\**

\*Response required

4.4. *Entity contact name\**

\*Response required

4.5. *Entity contact email\**

\*Response required

4.6. *Entity contact phone number\**

\*Response required

5. *Reference #2*

The reference may be either public or private entities. Do **not** include references from the City of Hialeah.

5.1. *Entity Name\**

\*Response required

5.2. *Contract Term Dates\**

\*Response required

5.3. *Description of goods or services supplied\**

\*Response required

5.4. *Entity contact name\**

\*Response required

5.5. *Entity contact email\**

\*Response required

5.6. *Entity contact phone number\**

\*Response required

6. *Insurance Requirements*

6.1. *Vendor will comply with the minimum required insurances\**

Please download the below documents, complete, and upload.

- [Insurance Requirements.pdf](#)
- [CHecklist- 2025-26-050.pdf](#)

\*Response required

## 7. Quote Confirmation

### 7.1. *RESPONSE & PRICE PROPOSAL CONFIRMATION\**

The Respondent certifies that this Response and price proposal are submitted in accordance with the solicitation specifications and conditions governing this Solicitation. By submitting a response to this solicitation, the Respondent explicitly agrees to honor all pricing and terms for a period of one-hundred and eighty (180) calendar days from the date of the Bid opening.

This confirmation constitutes the unequivocal, irrevocable offer of the Respondent to be bound by the terms of its Response and price proposal. The Respondent further certifies that they will accept any award(s) made to them as a result of this Solicitation during this 180-day period.

☐ Please confirm

\*Response required

## 5. PRICING PROPOSAL

**PRICING HOLD:** All prices submitted on this sheet must remain firm and irrevocable for one-hundred and eighty (180) calendar days from the official bid opening date.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Management, Site Survey, and Engineering Design Services	1	LS		
2	12-Strand Single-Mode (OS2) Fiber Installation – Police Main Station to Emergency Operations Center (EOC)	1	EA		
3	12-Strand Single-Mode (OS2) Fiber Installation – Police Main Station to Police Training Building	1	EA		
4	12-Strand Single-Mode (OS2) Fiber Installation – EOC to Parks & Community Engagement	1	EA		
5	12-Strand Single-Mode (OS2) Fiber Installation – Parks & Community Engagement to Construction & Maintenance Building	1	EA		
6	12-Strand Single-Mode (OS2) Fiber Installation – Parks & Community Engagement to Solid Waste Building	1	EA		
7	12-Strand Single-Mode (OS2) Fiber Installation – Parks & Community Engagement to Fleet Maintenance Building	1	EA		
8	12-Strand Multi-Mode (OM4) or Single-Mode (OS2) Fiber Installation – Police Main Station First Floor to Second Floor	1	EA		
9	12-Strand Multi-Mode (OM4) or Single-Mode (OS2) Fiber Installation – Police Main Station First Floor to Third Floor	1	EA		
10	Fiber Termination Hardware, Patch Panels, Connectors, and Accessories	1	LS		
11	Testing, Commissioning, and Cutover Services	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	As-Built Documentation and Test Reports	1	LS		
13	Site Cleanup and Demobilization	1	LS		
14	One-Year Warranty	1	LS		
<b>TOTAL</b>					