

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES  
BID BY ANOTHER PUBLIC ENTITY**

**WHEREAS**, Altra Medical Corporation ("CONTRACTOR"), whose address is 9743 Sago Point Drive, Largo, Florida 33777, entered into an Agreement dated August 21, 2018 and ending August 20, 2021.

**WHEREAS**, The City of Leesburg, a Florida municipal corporation ("CITY") has the legal authority to "piggyback" onto a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

**WHEREAS**, the CITY desires to "piggyback" the above referenced Contract (Attachment 'A') between CONTRACTOR and Orlando Utilities Commission (OUC), Orlando, Florida for Automatic External Defibrillators and the CONTRACTOR consents to the aforesaid "piggybacking"

**NOW THEREFORE**, having found it to be in the public interest,

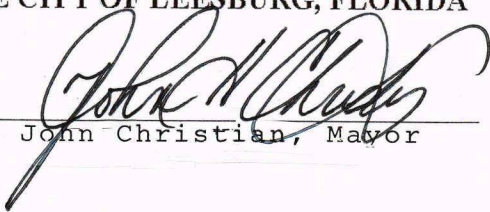
1. **Affirmation.** The CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract with OUC and agrees to perform the services set forth herein for the CITY in accordance with the terms of said Contract through the ending date of the Contract.
2. **Changes.** Services shall be provided in accordance with the terms of the Contract with OUC except for the following changes. All other terms shall remain.
  - a. **Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY.
  - b. **Party Substitution.** References to "OUC" shall be replaced with the City of Leesburg (CITY).
3. **Amendment.** Any Amendments to "piggybacked" Contract between CONTRACTOR and OUC shall be automatically incorporated into this piggyback Contract. To include any extensions or renewal periods.
4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purpose be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to this Agreement.

THE CITY OF LEESBURG, FLORIDA


By:

  
John Christian, Mayor

ATTEST:

  
City Clerk

Approved as to form:

  
City Attorney

ALTRA MEDICAL CORPORATION

By:

signed via SignmessDocs.com  
  
Key 137a278b89aee11d93d693a7d689a327

Printed: Leslie O Roberts

President

Its:

(Title)

RESOLUTION NO. 10,337

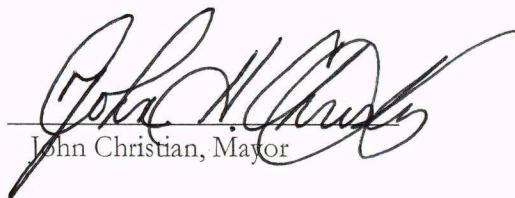
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE A PARTICIPATION AGREEMENT WITH  
ALTRA-MEDICAL FOR AUTOMATIC ELECTRIC  
DEFIBRILLATORS (AED); AND PROVIDING AN EFFECTIVE  
DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:


**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with Altra Medical Corporation whose address is 9743 Sago Point Drive, Largo, Florida 33777 for products related to Automatic External Defibrillators (AED's) pursuant to an existing agreement with Orlando Utilities Commission (OUC).

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of January 2019.

  
John Christian, Mayor

ATTEST:

  
City Clerk



**ORLANDO UTILITIES COMMISSION  
ORLANDO, FLORIDA**

**AUTOMATIC EXTERNAL DEFIBRILLATORS**

**ALTRA MEDICAL CORPORATION**

**4544 OQ**

**COMMISSIONERS**

<b>GREGORY D. LEE</b>	<b>President</b>
<b>CESAR E. CALVET</b>	<b>First Vice President</b>
<b>BRITTA GROSS</b>	<b>Second Vice President</b>
<b>LARRY G. MILLS</b>	<b>Commissioner</b>
<b>BUDDY DYER</b>	<b>Mayor/Commissioner</b>
<b>CLINT BULLOCK</b>	<b>General Manager &amp; CEO</b>

**CONFORMED CONTRACT**

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# **CONTRACT DOCUMENTS**

## CONTRACT

THIS CONTRACT, made effective as of this August 21, 2018, ("Effective Date") is by and between the **Orlando Utilities Commission** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **Altra Medical Corporation**, a Florida corporation with its principal office in Largo, Florida, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

### WITNESSETH:

THAT WHEREAS, OUC has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Supplier has submitted to OUC a proposal in accordance with the terms of this Contract; and

WHEREAS, OUC, in the manner prescribed by law, has determined the Supplier to be the most responsive and responsible bidder for the work and has awarded to the Supplier a contract therefore, for the sum or sums named in the Supplier's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the Parties to these presents hereby agree, OUC for itself and its successors, and the Supplier for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide Automatic External Defibrillators beginning August 21, 2018, through August 20, 2021, in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for two (2) consecutive one (1) year periods starting August 21, 2021. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

In the event there is a conflict or contradiction among any of the Contract Documents, the order of precedence shall govern any contracts initiated under this Contract and all services rendered hereunder:

- A. This Contract, including any Basis of Contract.
- B. OUC's General Conditions included in the RFP document.
- C. OUC's Request for Proposal (RFP18 4544 OQ) with a RFP due date of July 2, 2018.
- D. Supplier's response to the Request for Proposal dated July 2, 2018.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the Contract) as submitted in the Supplier's Proposal for Automatic External Defibrillators RFP18 4544 OQ dated July 2, 2018, for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

ARTICLE III. That time of completion is of the essence of the Contract, and that the Supplier shall proceed with the specified work and shall conform to the schedule specified in General Requirements, or elsewhere in the specifications, which has been made a part of this Contract.

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to

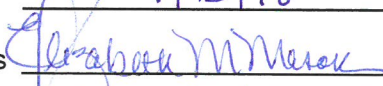
OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties agree the Effective Date of this Contract shall be the day and year first above written.

Orlando Utilities Commission

Signature  (SEAL)  
Clint Bullock, General Manager & CEO

Date 9/13/18

Witness   
ELIZABETH M. MASON ASSISTANT SECRETARY

Altra Medical Corporation

Signature  (SEAL)

Title President

Date 9/15/2018

Witness 

Title Asst. Sec. Legal

Witnesses 

Awarded by the Orlando Utilities Commission on August 21, 2018.

The form of execution of the foregoing contract is hereby approved:

As to Orlando Utilities Commission:

  
Attorney for Orlando Utilities Commission

As to Supplier:

\_\_\_\_\_  
Attorney for Supplier

CERTIFICATE OF COUNSEL  
(Where Supplier is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Supplier acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party. In lieu of Counsel Certification, a letter of signatory authority from the Corporate Secretary on official letterhead bearing the corporate seal may be submitted.

\_\_\_\_\_  
Signature of Counsel for Principal  
(Supplier)

\_\_\_\_\_  
Type or print name of Counsel

\_\_\_\_\_  
Type or print address of Counsel

CERTIFICATE OF COUNSEL  
(Where Supplier is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Supplier, or if the Supplier be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

\_\_\_\_\_  
Signature of Counsel for Principal  
(Supplier)

\_\_\_\_\_  
Type or print name of Counsel

\_\_\_\_\_  
Type or print address of Counsel

**Basis of Contract  
For  
Automatic External Defibrillators**

**No. 4544 OQ**

BC.1 GENERAL. This Basis of Contract clarifies and states certain agreements between the Parties made in the negotiations of the Request for Proposal RFP18 4544 OQ for Automatic External Defibrillators based on Altra Medical Corporation's proposal dated July 2, 2018.

BC.2 WARRANTY. The Parties agree to an additional two (2) year warranty on the AED's above the eight (8) year warranty provided by Phillips if OUC provide the maintenance contract on the units for the initial three (3) year period of this Contract.

BC.3 PRICING. The Parties agree to pricing as quoted on the AEDs and supplies based on Phillips list pricing in effect on the OK-NASPO contract. If Phillips changes their list prices, the percentage discount will remain the same over the Contract period. The price tiers in the Supplier's proposal are available for piggyback contracts. . If this Contract is extended an additional two (2) years OUC reserve the right to adjust the maintenance inspection costs per unit to reflect CPI price escalation. Pricing for 29 of the 39 AEDs may include rebates available from Phillips related to units OUC currently utilizes. The \$860.00 AED pricing would not be available under a piggyback contract to other utilities of municipalities.

# **COMPLIANCE FORMS**

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a) and 287.135,  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES AND SCRUTINIZED  
COMPANIES**

(To be signed in the presence of a notary public or other officer  
authorized to administer oaths.)

STATE OF Florida

COUNTY OF Pinellas

Before me, the undersigned authority, personally appeared Leslie O. Roberts  
who, being by me first duly sworn, made the following statement:

1. The business address of Altra Medical Corporation  
is 9105 Belcher Road, Pinellas Park, FL 33782
2. My relationship to Altra Medical Corporation  
is President

[Relationship such as sole proprietor, partner, president, vice president].

3. I understand that any company listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Section as defined by Florida Statute 215.473 may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. If found to be on the list, I understand that any contract with the governmental agency or entity will be terminated and that civil penalties as outlined in Florida Statute 287.135 will apply.
4. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
7. Neither the bidder or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or Contractor nor any affiliate of the bidder or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

**[Draw a line through paragraph 7 if paragraph 8 below applies.]**

8. ~~There has been a conviction of a public entity crime by the bidder or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or Contractor who is active in the management of the bidder or Contractor or an affiliate of the bidder or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

~~\_\_\_\_\_ . A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

**[Draw a line through paragraph 8 if paragraph 7 above applies.]**

Signed by: Leslie O. Roberts

Printed Name: Leslie O. Roberts

Sworn to and subscribed before me in the state and county first mentioned

above on the 29<sup>th</sup> day of JUNE 2018.

Dara L. Stefan  
Notary Public

(Affix Seal)

**DARA L. STEFAN**  
Notary Public, State of Florida  
My Comm. Expires March 31, 2020  
No. FF 963222

Dara L. Stefan  
Type or Printed Name

3-31-2020  
My Commission Expires

**DISPUTE DISCLOSURE for Solicitation #:** RFP18 4544 OQ

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

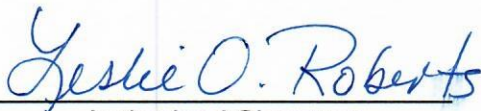
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project.

Altra Medical Corporation

Firm

6/28/18

Date



Authorized Signature

President

Officer Title

Leslie O. Roberts

Printed or Typed Name

CITY OF PINELLAS PARK, FLORIDA  
P.O. BOX 1100  
PINELLAS PARK, FLORIDA 33780-1100

B U S I N E S S   T A X   R E C E I P T

STATE LICENSE #:

TAX NUMBER

OTHER LICENSE #:

18-00-48976

PINELLAS  
PARK

BUSINESS NAME, OWNERS NAME  
AND MAILING ADDRESS

FLORIDA LOCAL ADDRESS

ALTRA MEDICAL CORP  
ROBERTS PRESIDENT    LESLIE  
9105 BELCHER RD  
PINELLAS PARK            FL 33782

9105 BELCHER RD  
PINELLAS PARK            FL 33782

THE ABOVE NAMED PERSON, FIRM OR CORPORATION HAS PAID A BUSINESS TAX TO  
ENGAGE IN THE FOLLOWING BUSINESS ACTIVITIES:

CODE            DESCRIPTION

5047/           MEDICAL, DENTAL, AND HOSPITAL EQUIPMENT AND  
                  SUPPLIES

SALE OF MEDICAL EQUIPMENT NO OUTSIDE STORAGE

UNITS            AMOUNT

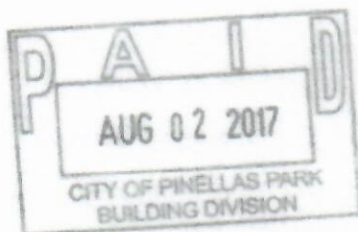
BUSINESS TAX AMOUNT

50.00

FOR PERIOD ENDING: September 30, 2018

BALANCE DUE            .00

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY  
LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS  
PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE CITY,  
SUBJECT TO ZONING RESTRICTIONS.



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Altra Medcial Corporation**

2 Business name/disregarded entity name, if different from above

**Altra Medical**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**9743 Sago Point Drive**

6 City, state, and ZIP code

**Largo, FL 33777**

7 List account number(s) here (optional)

Requester's name and address (optional)

**ORLANDO UTILITIES Commission**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

5 9 - 3 6 7 1 5 6 2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Leslie Roberts*

Date ►

*6/28/18*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Producer --DEFA
ARCW Insurance	PHONE (A/C, No, Ext): (727) 544-8841
9067 Belcher Rd	FAX (A/C, No): (727) 544-8842
	E-MAIL ADDRESS:
Pinellas Park FL 33782	INSURER(S) AFFORDING COVERAGE
	INSURER A : Nationwide
INSURED	INSURER B :
Altra Medical Corp	INSURER C :
9105 Belcher Road	INSURER D :
	INSURER E :
Pinellas Park FL 33782	INSURER F :

**COVERAGES**

CERTIFICATE NUMBER: 18-19 GL Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACPBPRZ5974966739	06/14/2018	06/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBPRZ5974966739	06/14/2018	06/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Orlando Utilities Commission is additional insured

**CERTIFICATE HOLDER****CANCELLATION**Orlando Utilities Commission  
100 W. Anderson St.

Orlando

FL 32801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# **RFP DOCUMENTS**



# RFP 18 4544 OQ

## For

# Automatic External Defibrillators

<b>Issue Date:</b>	June 5, 2018
<b>Pre-response Conference:</b>	None Scheduled At This Time
<b>Pre-response Conference Date:</b>	NA
<b>Questions/Comments Due Date:</b>	June 15, 2018
<b>Addendum Due Date:</b>	June 21, 2018
<b>Proposal Due Date:</b>	July 2, 2018 by 2:00 PM EST
<b>Bid Bond:</b>	Not Required
<b>Payment &amp; Performance Bond:</b>	Not Required

**Direct all inquiries to Buyer of Record:**

Chanda Davis  
407-434-4005, 407-701-9574  
CDavis2@ouc.com

# Orlando Utilities Commission

Orlando, Florida



## RFP 18 4544 OQ for Automatic External Defibrillators

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## RFP 18 4544 OQ for Automatic External Defibrillators

**Direct all inquiries to the Buyer of Record:**

Chanda Davis

407-434-4005, 407-701-9574

CDavis2@ouc.com

**Proposal Opening Location:**

Orlando Utilities Commission

Reliable Plaza

100 West Anderson Street

Orlando, Florida 32801

1. *Instructions are located in the Instruction to Bidders section of this document; or, may be provided during a Pre-Conference Meeting.*
2. *Electronic proposal submittals, described in the Electronic Submittal of the Proposal section of this document, will be accepted and are highly encouraged. Hard copy proposal submittals may be used when necessary and must adhere to the [hardcopy proposal submission instructions](#). Do not submit both electronic and hard copies unless otherwise instructed. Email or other means will not be accepted.*
3. *VendorLink help can be accessed by calling 407-222-1885, or by emailing [support@evendorlink.com](mailto:support@evendorlink.com).*

# 1 INTRODUCTION

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently, OUC serves more than 313,000 customers. To obtain general information about OUC, access [www.ouc.com](http://www.ouc.com).

## 1.1 SCOPE OF WORK SUMMARY

To purchase and provide Annual inspections/maintenance for Automatic External Defibrillators to include testing to verify unit is functional and operational, any repairs necessary, including any and all software updates.

Refer to [Section 2.1, Detailed Scope, Requirements, & Drawings](#) for more information.

## 1.2 PRE-RESPONSE CONFERENCE

N/A

## 1.3 TERM OF CONTRACT

The services will be contracted for an initial period of three (3) years with two (2) one-year renewal options at the election of OUC.

## 1.4 MINIMUM BIDDER QUALIFICATIONS

N/A

## 1.5 PRICE AND COSTS

Prices documented in the submitted Proposal must remain firm throughout the contract period (including additional extensions, if applicable). Refer to [Attachment B: Price Schedule](#).

## 1.6 TERMS AND CONDITIONS

[General Conditions for Services](#)

## 1.7 CONTRACT SAMPLE

Click [here](#) to view an OUC contract sample.

## 1.8 PROPOSAL EVALUATION CRITERIA

Refer to the [Instructions to Bidders](#) section of this document.

## 1.9 SECURITY QUESTIONNAIRE FOR HOSTED VENDOR SOLUTIONS (IF APPLICABLE)

N/A

## 2 BIDDER REQUIREMENTS AND QUALIFICATIONS

### 2.1 DETAILED SCOPE, REQUIREMENTS, & DRAWINGS

To purchase and provide Annual inspections/maintenance for Automatic External Defibrillators to include testing to verify unit is functional and operational, any repairs necessary, including any and all software updates.

Refer to [Section 2.1, Detailed Scope, Requirements, & Drawings](#) for more information.

### 2.2 BIDDER INFORMATION & REQUIRED BIDDER QUALIFICATIONS

#### 2.2.1 Bidder Information

On company letterhead Bidder to provide a response cover page with the following information:

1. Firm Name
2. Name of Parent Company if applicable
3. Complete Business Address
4. State of Incorporation
5. Number of years in business
6. Name(s) and contact information of key personnel
7. Women or Minority owned business status
8. Dun & Bradstreet number
9. Licenses obtained to conduct business with OUC

#### 2.2.2 Required Bidder Qualifications

Refer to Section 1.4 Minimum Bidder Qualifications for more information.

1. List the number of projects (with similar scope and size) that the bidding organization has completed and are in progress.
2. Provide at least three (3) references with contact information related to completed projects with the similar scope and size project.
  - a. If deemed pertinent, OUC will request to do site visits to customers provided as references by selected Bidder or Bidder's affiliates.
3. Provide a complete list of all the subcontractors that may be part of the project, with the following information:
  - a. Company name
  - b. MWBE Status
  - c. Contact information
  - d. Number of years in business
  - e. Proof of the necessary licenses for the job (if applicable)

- f. List of project that they had participated with similar scope and size to this RFP
- 4. Should bidder be awarded the work in this RFP, please provide information on any Economic Development Opportunities that Bidder may bring, such as the creation of new jobs or purchasing or leasing of new building space, which could benefit the local Orlando Area or the State of Florida.

### 3 INSTRUCTIONS TO BIDDERS

#### 3.1 LEGAL AND PUBLIC RECORD STATEMENT

As required by Florida's Public Records Law, information provided to OUC in the course of business will be made available for public inspection and copying unless a specific statutory exemption applies.

#### 3.2 CONFIDENTIALITY NOTICE TO BIDDERS

By submitting a proposal to OUC, each Bidder acknowledges and understands that OUC is a public agency subject to Chapter 119 Florida Statutes ("Public Records Law"). Any Proposal document the Bidder submits will become a public record when OUC provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law.

##### 3.2.1 Exemptions

If during the Proposal or Negotiation Phase a Bidder wishes to claim an exemption on any portion of its Proposal to OUC, the Bidder must identify the specific statutory exemption and do the following:

1. Submit a redacted version. Redact (black out) only those portions of the Proposal put forward for exemption.
2. Submit an un-redacted version of the same documents marked, "Confidential –Trade Secret/ Proprietary Information". Both versions are to be submitted at the same time.

#### 3.3 ACKNOWLEDGEMENT

1. From the issue date of this solicitation packet until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidder, their employees or subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the Buyer of Record. Any unauthorized contact will disqualify the Bidder from further consideration
2. The selected Bidder agrees to obtain, prior to award, Worker's Compensation, General Liability, Automotive, and other insurance requirements in accordance to the requirements in the terms and conditions specified in section 1.7.
3. All policies shall be subject to approval by OUC, and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.
4. The selected Bidder agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida Statute §§ 287.087 and 440.101 et. seq., the Omnibus Employee Testing Act of 1991, 49 Code of Federal Regulation § 391 and 40 (operation of commercial motor vehicles).
  - a. In addition, all subcontractors must implement a controlled substance and alcohol testing policy for safety sensitive positions as defined by the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions.

5. The selected Bidder's employees and its subcontractors' employees are further prohibited from being under the influence or impairment of alcohol on OUC property or work sites or at any time or place while conducting business with or on behalf of OUC.
6. The selected Bidder shall submit only one proposal/bid in response to this solicitation packet, and shall have no financial interest in other entities submitting proposals/bid responses for the same solicitation packet.
7. Neither the selected Bidder, nor its affiliates, nor anyone associated with them shall have any potential conflict of interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.
8. The selected Bidder shall disclose to OUC the name(s) of any OUC employee, contractor, or OUC Board Member who has a direct or indirect financial interest in the selected Bidder's organization, or in the proposed transaction. A direct or indirect financial interest in the selected Bidder's organization, or in the proposed transaction exists if the OUC employee, contractor, or Board Member:
  - a. Presently, or in the preceding twelve (12) months, has an ownership interest in the selected Bidder's organization (other than as owner of less than 1% of the stock of a publicly traded corporation).
  - b. Works for, is a partner, officer, director, trustee, or consultant to the selected Bidder.
  - c. Has received grant, travel, honoraria, or other similar support from the selected Bidder.
  - d. Has a right to receive royalties from the selected Bidder.
9. No member of the selected Bidder's ownership, management, or staff shall have a vested interest in any aspect of OUC, nor any business or other relationship with any of OUC's employees, officers, directors, or Board Members that creates a conflict of interest or the appearance of a conflict of interest.
10. No member of the selected Bidder's ownership or management is presently applying for an employee position or actively seeking an appointment within OUC.
11. The selected Bidder, or authorized signatory, shall provide written notice to OUC in the event that a conflict of interest is identified at any time.

### 3.3.1 Statement of No Bid

The OUC Procurement Department is committed to continuously improving its processes to receive maximum participation from the industry/market. OUC is requesting that organizations, who *do not wish to bid* on this RFP, send the Buyer of Record an email briefly explaining their "no bid" decision. This response will help to improve the solicitation process and any future communications.

## 3.4 GENERAL INFORMATION

Bidders shall prepare Proposals in accordance with the requirements of these Instructions to Bidders. Not preparing a Proposal, in accordance with such instructions, implies that the Bidder does not intend to comply with all of the proposed contract conditions. Such proposals will be considered irregular and **may be rejected**.

OUC will receive Proposals through the [VendorLink](#) system for goods, equipment, materials, and related services set forth in the included specifications and documents.

### 3.4.1 Common Terms

OUC and Bidders (the parties) agree that the following phrases each shall have the meaning provided here and may be used interchangeably:

1. “Bidder(s)”, “Supplier(s)”, and “Proposer(s)” shall mean the organization, party, person, firm, company, corporation, partnership, joint venture, or other type of entity responding to this solicitation.
2. “Solicitation” shall mean, “Request for Proposal(s)”, “RFP”, “Request for Quote”, “RFQ”, “Invitation to Bid”, “ITB”, “Solicitation Package” or, “Solicitation Packet”, to which the Bidder is responding.
3. “Bid(s)”, “Proposal(s)”, or “Quote(s)” shall mean the documents formally submitted to OUC by each of the Bidders responding to this solicitation packet.

### 3.4.2 Submittal

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Refer to [Section 4: Proposal Submittal Format & Checklist](#) and submit Proposal with all applicable content.

#### 3.4.2.1 Alternate Proposals

If the Bidder submits an alternate proposal, they shall identify clearly the proposal as an “Alternate Proposal”. OUC may consider alternate proposals a blanket exception to the solicitation and reject the Proposal.

### 3.4.3 Signatures

An authorized representative of each Bidder shall:

1. Sign or e-sign the Proposal, give their full name and title, and provide the Bidder’s business name and address.
2. Enter the organization’s exact legal name on the Proposal.
3. Sign or e-sign compliance forms, if applicable.

### 3.4.4 Withdrawal

Bidders may withdraw, alter, and resubmit their Proposals through [VendorLink](#) at any time prior to the Proposal due date and time. Proposals may not be withdrawn, altered, or resubmitted after the Proposal due date and time. OUC may request clarifications and additional information after proposal submission.

## 3.5 ELECTRONIC SUBMITTAL OF THE PROPOSAL

To ensure correct Proposal formatting, Bidders shall:

1. Submit Proposals electronically through [VendorLink](#).
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Clearly identify the RFP Number, Name, Submission Date, and Bidder Name on the Response Cover Page on Bidder’s letterhead.

5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com), if technical difficulties arise during proposal submission.
7. Follow all instructions outlined in this RFP and provide all requested information.

*OUC may ask the selected Bidder to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Do not submit following both methods unless otherwise instructed.*

### **3.6 COMPLIANCE FORMS**

#### **3.6.1 Public Entity Crimes**

Each Bidder shall submit copies of an executed and notarized Sworn Statement under [Section 287.133 \(3\)\(a\) and 287.135, Florida Statutes, on Public Entity Crimes and Scrutinized Companies](#).

#### **3.6.2 Dispute Disclosure**

Each Bidder shall submit copies of an executed [Dispute Disclosure form](#).

### **3.7 SUPPLIER DIVERSITY**

OUC has adopted a policy to encourage broad-based participation in all contracts with OUC. A copy of the policy can be found clicking on this [link](#).

#### **3.7.1 Minority/Women Business Enterprises (M/WBE)**

OUC's policy is to encourage the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services by establishing an M/WBE goal. The M/WBE goal on this project is 8%.

As part of the Proposal, please indicate the percentage of bid amount to be subcontracted with M/WBE subcontractors during the activities outlined in this RFP.

Describe the Bidder's plan for utilizing small business, minority, and/or disadvantaged entrepreneurs, and local participation in pre-qualifying vendors and subcontractors, if such a plan exists.

### **3.8 PROPOSAL PREPARATION COSTS**

OUC shall provide, without charge, one set of the specifications and documents to prospective Bidders for preparation of proposals. Addenda documents will be issued only to prospective Bidders registered in [VendorLink](#).

This solicitation does not commit OUC to pay any costs incurred in the preparation and submission of the Proposal or to pay any other costs incurred prior to award.

### **3.9 EXCEPTIONS**

OUC is seeking proposals that meet all technical and commercial requirements as outlined in this solicitation. If a Bidder takes exception to any solicitation requirement or condition, the exception must be specifically stated on the [Exception Form](#) provided within the solicitation document. OUC shall consider only those exceptions written on the form at the time the Proposal is submitted. The Bidder acknowledges that any exception taken to the solicitation criteria (including submitting an alternate proposal) may result in OUC determining the Proposal to be nonresponsive.

### 3.10 CLARIFICATIONS

If a prospective Bidder has doubt as to the true meaning of any part of the solicitation, they may submit a written request for clarification through [email to the Buyer of Record](#); **verbal requests will not be accepted**. The Bidder must reference the Solicitation Package page number and section heading on any clarification requests

Failure of the Bidder to request information or make inquiries will not relieve them of any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications.

OUC shall issue an addendum to all Bidders, via [VendorLink](#), once an inquiry is clarified and/or answered. Verbal responses will not be provided and are not binding on OUC.

### 3.11 LOCAL CONDITIONS

Each Bidder shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution and completion of the requested work. If required, site visits will be held the day of the Pre-Response Conference unless otherwise arranged.

Bidders shall investigate properly and consider all such factors in the preparation of every Proposal submitted. OUC shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

### 3.12 OPENING

OUC shall open Proposals on the RFP Due Date at **2:30 p.m. EST at 100 West Anderson Street, Orlando, Florida**. If required, at a public opening, OUC shall read only the Bidder name and if they have provided all the required information. OUC shall not share any other information at this time, with the exception of solicitations for construction or repairs on public works projects in which the price is submitted. Proposals not meeting the requirements **may be rejected**.

All questions concerning this solicitation must reference the document page number, and section heading. OUC shall answer questions and post them to [VendorLink](#) as an addenda to the solicitation.

### 3.13 SOLICITATION SELECTION SCHEDULE

OUC shall adhere to the stated schedule during the solicitation process, unless a change notice is issued to the Bidders via a written addendum. OUC reserves the right to postpone the date and time announced for the opening of proposals at any time.

OUC expects Proposals to address all of the information requested in the solicitation and subsequent clarifications, and to reflect the capabilities of the Bidder.

Bidders shall submit any supplemental information, and list any variations on the Exceptions form, in accordance with [Section 4, Proposal Submittal Format & Checklist](#).

### 3.14 PROPOSAL ACCEPTANCE AND REJECTION

OUC reserves the right to accept the Proposal which, in its judgment, is the most responsive and responsible Proposal and to reject any and all proposals; as well as waive irregularities and formalities in any proposal that is submitted.

Without limiting the generality of the foregoing, OUC may reject any proposals which are incomplete or irregular; Proposals which omit any one or more items for which the solicitation

requires, any Proposals which omit unit prices if unit prices are required, any Proposals from Bidders who have previously failed to satisfactorily complete contractual obligations.

1. The following **shall cause an automatic rejection of the proposal**:
  - a. Proposals delivered/submitted after the 2:00 p.m. due date
  - b. Failure to submit a Bid Bond (if required)
  - c. Failure to attend a mandatory Pre-Response Conference and/or any mandatory presentation (if required)
  - d. Failure to submit a signed [Payment and Performance Bond Compliance Form](#) when (a) a Payment and Performance Bond is required or (b) alternate payment and performance security permissible under Section 255.05, Florida Statutes is required
2. The following items **may cause a rejection of the proposal**:
  - a. Failure to submit copies of any of the signed & notarized (where required) forms:
    - i. Statement on [Public Entity Crimes](#) form
    - ii. [Dispute Disclosure](#)

### 3.15 PROPOSAL EVALUATION CRITERIA

OUC shall evaluate the Proposals based on the information provided by each of the Bidders. OUC's review may include, but may not be limited to the following categories:

1. Qualifications and Experience, including past performance for OUC
2. Responsiveness to Requirements
3. Safety and Quality Programs
4. Financial Soundness of Organization
5. Price

OUC reserves the right to negotiate with all or some of the Bidders who submitted the most responsive and responsible Proposals in the best interest of the OUC Commission. This negotiation process may occur prior to OUC Commission approval. Each Bidder acknowledges that OUC shall evaluate all Proposals and may initiate clarification discussions or seek additional information from all or some of the Bidders to fully understand any unclear elements of their proposals. Following clarification, OUC may initiate negotiations with the Bidder considered to be the most responsive and responsible. If no agreement is reached with the highest ranked Bidder, OUC may reject all Proposals or continue negotiations with each subsequently ranked Bidder until an acceptable deal is reached. A final contract award may be contingent upon OUC Commission and legal approval.

OUC reserves the right to consider historic information and facts, whether gained from the Bidder's Proposal, question and answer conferences, references, and/or other sources during the evaluation process. OUC may conduct such investigations to assist with the evaluation of any Proposal. The investigation also serves to establish the Bidders', subcontractors', and other related entities' responsibility, qualifications, and financial ability to fulfill the Proposal requirements to the Commission's satisfaction, within the prescribed time.

The Bidder solely is responsible to submit information related to the evaluation categories. OUC is under no obligation to solicit such information. Failure of the Bidder to submit information may cause an adverse impact on the Proposal's evaluation.

### **3.16 CANCELTION**

Prior to the final execution of a Contract or full Notice to Proceed, OUC reserves the right to rescind said award without prior notice to Bidders. In addition, OUC may reject all Proposals, reissue the solicitation packet, or re-award the contract.

### **3.17 FREIGHT (IF APPLICABLE)**

The selected Bidder shall coordinate with OUC's freight contractor for shipping unless OUC determines that the selected Bidder can obtain freight/shipping rates or methods that are more advantageous to OUC. The selected Bidder shall submit an alternate shipping proposal based on delivery to OUC's Free On Board (FOB) carrier at the designated OUC facility or location. The alternate proposal must include the:

1. Carrier name
2. Insurance coverage
3. Firm price freight quote

The Bidder must include any alternate proposal in the bid response to this solicitation. OUC may accept or reject the proposed alternate shipping arrangement.

OUC's freight/shipping supplier and contact information is:

Nexterus

1-888-867-5952 (Monday – Friday, 8:00 a.m. – 7:00 p.m. EST)

dcs@nexterus.com

### **3.18 BID BOND (IF APPLICABLE)**

Bidder may be required to submit a certified check or cashier's check drawn on an acceptable bank, or an acceptable Bidder's bond executed by the Bidder and a surety company authorized to do business in the State of Florida. The value of the bid bond shall be **five percent (5%)** of the proposal price schedule. When submitting a Proposal through [VendorLink](#), the Bidder shall provide a copy of the check and express mail the original check to the delivery location provided on the first page of the Solicitation Packet Form.

The bid bond guarantee shall be made payable without condition to OUC. The amount of the check or bond may be retained by and forfeited to OUC as liquidated damages if the Proposal results in a contract award and the Bidder fails to honor the accepted terms.

OUC shall return the selected Bidder's bid bond when that Bidder executes the contract and files a satisfactory payment and/or performance bond, if required. OUC may retain the bid bond of the second highest ranked Bidder for a period not to exceed thirty (30) days, pending the execution of the contract by the selected Bidder. OUC shall return the bid bond of each unsuccessful Bidder upon request, after the contract is awarded or when the Proposal is rejected.

### **3.19 PAYMENT AND PERFORMANCE BOND (IF APPLICABLE)**

The selected Bidder may be required to furnish a [Payment and Performance Bond](#) to OUC per Florida Statutes; Section 255.05 equal to 100 percent of the contract price. The cost of such bonds shall be stated as a separate line item in the Proposal.

A surety company, authorized to do business in the State of Florida and acceptable to OUC, shall sign the bond. The Performance Bond and Payment Bond shall be dated with the actual execution date. With these bonds, the responsible party shall file certified copies of the power of attorney of such attorney-in-fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. Any bonds submitted by a surety or its agent shall be conclusively presumed to have been authorized by and binding upon the surety company irrespective of the date shown on the power of attorney.

If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, whichever shall occur last. Upon recording of the performance and payment bond (if applicable) Bidder shall provide OUC three (3) copies.

OUC shall furnish a copy of the selected Bidder's bond to any lienor demanding that bond under the provisions of Florida Statute 713.23.

### **3.20 CONTRACT EXECUTION**

The selected Bidder shall execute the necessary contractual forms, and return the executed forms within ten (10) business days of receipt of forms for execution.

### **3.21 AWARD**

OUC reserves the right to award a single or multiple contracts for all proposal items, or to award separate contracts for single proposal items or any combination of such items; or to make no contract award.

OUC shall be the sole judge of its own best interests, the proposals, and the resulting contract. An award may be made to the most responsive and responsible organization whose proposal is determined to be the most advantageous to OUC. The Commission's decision shall be final and OUC's rights include the ability to:

1. Reject any or all proposals or parts thereof
2. Issue subsequent solicitations
3. Cancel the entire solicitation
4. Remedy technical errors on the solicitation
5. Negotiate with any, all or none of the Bidders
6. Award a contract to one or more Bidders or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in proposals

### 3.22 TAXES, PERMITS, AND LICENSES

The Bidder's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Bidder's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

### 3.23 ERROR AND OMISSIONS

Bidders or their authorized representatives are expected to be fully informed as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the Bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Bidders. In case of error of extension of prices in the proposal, the unit price shall govern.

### 3.24 PROPOSAL SUBMITTAL FORMAT

Bidders shall complete all required forms, and include them in the proposal submittal package with any other required information. Refer to [Section 4, Proposal Submittal Format & Checklist](#) for more information.

#### 3.24.1 OUC Policies and Procedures for Bidders

The Bidder shall read and comply with OUC's policies and procedures before submitting this Proposal:

1. [Contractor Security Policy](#)
2. [Bid Protest Procedure](#)
3. Generic [Contractor Orientation](#)
4. [Alcohol and Controlled Substance Abuse Policy](#)
5. [Alcohol and Controlled Substance Testing Policy](#)
6. [OUC Travel and Expense Guidelines](#)
7. [All policies – OUC Procurement Services Department website](#)

*These policies and any supplemental policies provided at contractor orientation are hereby fully incorporated into this contract by reference and to the extent applicable to the supplier in the performance of their work. Supplier and its subcontractors, suppliers, agents, and employees shall fully comply with all such policies as amended from time to time.*

### 3.25 SIGNATURES

By submitting this proposal with the authorized electronic signature, the Bidder hereby declares that, in all respects for and in good faith, without collusion or fraud:

1. Only the individuals or organizations interested in this proposal/bid response as principal or principals are named in this Proposal.
2. No other individuals or organizations than mentioned in this Proposal have any interest in this Proposal/Bid Response or in the subsequent contract.

3. This Proposal/Bid Response is made without connection with any other person, company, or parties likewise submitting a Proposal/Bid Response.

Bidders shall prepare Proposals in accordance with the Instructions to Bidder's document. Failure to submit the necessary forms **may cause a rejection of the proposal**. The Bidder hereby agrees to provide the services and/or items specified in the solicitation packet at the prices quoted pursuant to the requirements of this document.

## 4 PROPOSAL SUBMITTAL FORMAT & CHECKLIST

A checkmark (✓) on the items below indicates these are applicable items and the terms and conditions stated in earlier sections are applicable. Bidders shall complete all the forms checked (✓) below, and include them in the proposal submittal package in order with any other information.

*Provide a written signature on all original forms and, when required, a notary stamp. Scan & upload these forms with the Proposal.*

Technical Response File (checked if applicable)	
Tab 1 – Cover Page	
✓	Proposal Cover Page on Bidders Letterhead
✓	Bidder Information as listed in Section 2.2.1
Tab 2 – Bidder Background and Qualifications	
✓	References and Qualifications as listed in Section 2.2
Tab 3 – Response to Requirements	
✓	Response to all Requirements as listed in Section 2 and Attachments
Tab 4 – Compliance Forms	
Provided at time of proposal	
✓	<a href="#">Exceptions</a>
✓	<a href="#">Sworn Statement on Public Entity Crimes and Scrutinized Companies Under Florida Statutes, Section 287.133 (3) (a) and 287.135</a>
✓	<a href="#">Dispute Disclosure</a>
<input type="checkbox"/>	Bid Bond as described in Section 3.18 (If Applicable)
✓	<a href="#">Addenda</a> (If Applicable)
<input type="checkbox"/>	Security Questionnaire for Hosted Vendor Solutions (Attachment E)
Provided at time of award	
✓	Copy of Company's Business License
✓	Copy of Insurance Certificate
✓	<a href="#">W-9 Form</a>
<input type="checkbox"/>	<a href="#">Payment &amp; Performance Bond</a> as described in Section 3.19 (If Applicable)
Cost File	
✓	Pricing Sheet - (use MS Excel Sheet from VendorLink, enter as <a href="#">Attachment B: Price Schedule</a> )

## 5 ATTACHMENTS

- Attachment A: Detailed Scope of Work & Requirements**
- Attachment B: Price Schedule**
- Attachment C: Invitation to Pre-Response Conference**
- Attachment D: Drawings**
- Attachment E: Security Questionnaire for Hosted Vendor Solutions**

## **ATTACHMENT A: DETAILED SCOPE OF WORK & REQUIREMENTS**

**See Attached Below**

## **Detailed Scope of Work & Requirements**

Automatic External Defibrillators (AEDs) in accordance with the following:

- Phillips Heartstart FRx Defibrillator with one set of SMART pads, Quick Reference Guide and Four Year Battery
- Phillips Heartstart FRx Defibrillator Carrying Case
- Phillips Heartstart FRx Defibrillator Fast Response Kit
- Extra Set of Heartstart SMART Pads II for FRx
- Extra/spare battery for Phillips Heartstart FRx Defibrillator
- Basic AED Mountable Cabinet Designed for Philips Heartstart FRx Defibrillator.
- Tac Med SOF 1.5 Inch Combat-Application-Tactical (CAT) Tourniquet; Color Preference: Black

Contact personnel shall be proficient in English, and provide previous work experience/history of working with, use, and care/maintenance of AEDs.

Cost to include Standard Delivery FOB Destination Prepaid and Allowed to OUC's Pershing Warehouse address as follows:

Orlando Utilities Commission  
Pershing Warehouse  
5971 Pershing Ave  
Orlando Florida 32822

Annual inspections/maintenance to include testing to verify unit is functional and operational, any repairs necessary, including any and all software updates.

Inspection/maintenance shall include units previously purchased as well as new units to be purchased under this RFP. OUC currently owns and maintains 123 Phillips FRx AED units at various locations as indicated below. We will also be adding an additional 6 units; increasing the total number of activated units to 129 by the end of the 2018 calendar year with another 5 units maintained as spares; total number of units at OUC will increase to 134. Most of the units will be assigned and located within service vehicles, or at other offsite plants operated by departments, which will be accessible at one of the following locations for the annual inspection/maintenance services. All other units will be located throughout various locations within the facilities listed below.

Facilities to be visited during annual maintenance include:

Stanton Energy Center  
5100 South Alafaya Trail  
Orlando FL 32831

Pershing Facility  
5971 Pershing Avenue  
Orlando FL 32822

Reliable Plaza  
100 West Anderson Street  
Orlando FL 32801

Gardenia  
3800 Gardenia Avenue  
Orlando FL 32839

St. Cloud  
1300 Ninth Street, Building A  
St. Cloud FL 34769

Indian River Plant  
7800 U.S. Highway 1  
Titusville, FL 32780

## **ATTACHMENT B: PRICE SCHEDULE**

See Attached Excel Spreadsheet

**Pricing MUST be submitted in Excel format only**

## 4544 OQ Automatic External Defibillators Pricing Sheet

[illegible]

## 4544 OQ Automatic External Defibillators Pricing Sheet

Estimated Delivery Date	Expedited Shipping Available	Expedited Shipping Cost	Expedited Shipping Delivery Date
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	



June 18, 2018

To: All Prospective Proposers:  
From: Chanda Davis, Associate Buyer  
Subject: Addendum No. One, RFP18 4544 OQ Automatic External Defibrillators

The purpose of this Addendum is to address clarifications and questions in response to the subject solicitation.

**Questions:**

**Question 1.** Are you only interested in purchasing new units, or may we bid reconditioned items?

**Response 1.** OUC will accept alternate pricing for the reconditioned item but must receive pricing for the original specification. That means if you want to submit alternate pricing you must also submit pricing for the new item. Reconditioned items will require warranty information for each unit.

**Question 2.** The FRx is currently on manufacturer back order with predicted release date of the end of Q3 Or Q4. Can we bid a sub?

**Response 2.** OUC only wants the product listed in the Specifications and will not accept a substitute item.

**Question 3.** The RFP states the purchase 6 AEDs the first year. The bid request the costs for 39 AEDs. Are the 39 AEDs the estimate for the length of the contract, or is there a change in the number needed for the first year?

**Response 3.** We currently have 123 AED's in service. We plan to purchase 11 more AEDs this year – 6 of those will be put into service; 5 will be kept in the safety office for spares in the event we units that fail before/following their warranty.

**Question 4.** Are there licenses that must be obtained to conduct business with OUC?

**Response 4.** OUC will request any necessary licenses from the awarded supplier.

**Question 5.** § 2.2.1.9/page 6; § 2.2.2.3(e)/page 6; Section 4/page 18. Please clarify what “business license” is required to conduct business with OUC. Is a business license from any state sufficient or is a Florida business license required?

**Response 5.** OUC does require a current Business License to do work with OUC. A Florida Business License may be requested from the awarded supplier.

**Question 6.** § 3.4.2.1/page 10. Please clarify if submitting a proposal for an Automated External Defibrillator and parts other than the Phillips items designated on the pricing sheet would be considered an alternate proposal.

**Response 6.** Please see Questions 1 & 2.

**Question 7.** Will the Commission provide the tabulations for the previous AED award?

**Response 7.** Any public document requests are done through our Records Department and any Public Records requests have to be submitted to [RecordsRetention@ouc.com](mailto:RecordsRetention@ouc.com).

**Question 8.** Are bidders required to complete the Generic Contractor Orientation packet listed on Page 16, 3.24.1 as part of this RFP, or only when entering a Commission site?

**Response 8.** OUC is not requesting and you are not required to complete the Generic Contractor Orientation packet for this proposal.

**Question 9.** Should the Contractor include all Travel and Expense costs in the “Annual Maintenance” line of the Pricing Sheet, or will the awarded vendor be required to collect travel and expense cost in accordance with the Commission’s Travel and Expense Guidelines listed on Page 16, 3.24.1?

**Response 9.** Any travel costs should be noted on your Excel pricing sheet. You can include those costs under “Annual Maintenance” or notate those costs in a separate line on the Excel pricing sheet. We will not be using the Travel and Expense Guidelines policy for this project.

**Question 10.** As per page 11, 3.7.1, will offerors be required to adhere to a 8% M/WBE goal? To elaborate, if an offeror cannot maintain a 8% M/WBE goal will the offerors bid be rejected?

**Response 10.** As stated in the RFP the M/WBE of 8% is a goal and not a requirement. OUC will not reject a proposal for M/WBE participation.

**Reminder:**

Bids are due no later than 2:00 p.m. Local Time on July 2, 2018, electronically via Vendor Link or at OUC's Purchasing Office, 100 W. Anderson Street, Attn: 1<sup>st</sup> Floor Chanda Davis, Orlando, FL 32801.

Your proposal response must acknowledge Addendum No. 1 was received **or your bid may be considered non-responsive**. In other respects, except as specifically stated above, the subject request for Proposal remains unchanged.

**Note:**

There shall be no communication between the supplier, their employees or subcontractors concerning this RFP to anyone within OUC except the buyer of record.

# **SUPPLIER'S PROPOSAL**



Altra Medical Corporation  
9105 Belcher Road  
Pinellas Park, FL 33782

Ph: 727-541-5900  
Fax: 727-541-5990  
Toll free: 1-866-777-8555  
[www.altramedical.com](http://www.altramedical.com)

## ORLANDO UTILITIES COMMISSION

RFP 18 4544 OQ

For

Automatic External Defibrillators

Bid from

Altra Medical Corporation  
9105 Belcher Road  
Pinellas Park, FL 33782

6/29/2018



Altra Medical Corporation  
9105 Belcher Road  
Pinellas Park, FL 33782

Ph: 727-541-5900  
Fax: 727-541-5990  
Toll free: 1-866-777-8555  
[www.altramedical.com](http://www.altramedical.com)

June 29, 2018

Ms. Chanda Davis  
Orlando Utilities Commission  
Reliable Plaza  
100 West Anderson Street  
Orlando, FL 32801

Dear Ms. Davis:

We are pleased to submit the enclosed bid to OUC for the Automated External Defibrillator Program outlined in your RFP 18 4544 OQ.

We are submitting two versions of this RFP as we wish to have certain information be confidential – Trade Secret/Proprietary.

We have been an AED distributor and provided AED program management for organizations for 17 years, and a supplier to OUC for 12 years. We are a Florida based company, being local we can provide expedited services to OUC. We are also Associate members of the Florida Municipal Electric Association and believe we understand the demands and needs of your organization related to providing safety and protection of your linemen, power plant and other personnel.

Thank you for the opportunity to submit this proposal. Please contact us if you would like any clarification.

Sincerely,

A handwritten signature in blue ink that reads "Leslie O. Roberts".

Leslie O. Roberts  
President



Altra Medical Corporation  
9105 Belcher Road  
Pinellas Park, FL 33782

Ph: 727-541-5900  
Fax: 727-541-5990  
Toll free: 1-866-777-8555  
[www.altramedical.com](http://www.altramedical.com)

### 2.2.1 Bidder Information

- |                                 |                                                                                                                                              |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Firm Name:                   | Altra Medical Corporation                                                                                                                    |
| 2. Parent:                      | N/A                                                                                                                                          |
| 3. Business Address:            | 9015 Belcher Road, Pinellas Park, FL 33782                                                                                                   |
| 4. Incorporation:               | State of Florida                                                                                                                             |
| 5. Number of Years in Business: | 17 years                                                                                                                                     |
| 6. Contact information:         | Leslie O. Roberts – President<br>727-541-5900<br><a href="mailto:loroberts@altramedical.com">loroberts@altramedical.com</a><br>Address above |
| 7. Women or Minority Status:    | 100% Women Owned                                                                                                                             |
| 8. D&B Number:                  | 032503778                                                                                                                                    |
| 9. Business License Number:     | 18-00148976                                                                                                                                  |

### 2.2.2 Bidder Background & Qualifications

1. Number of Projects: We have provided AED sales and maintenance services to OUC for the past five years. In addition we provide similar services to 30 plus others.

#### 2. References: - CONFIDENTIAL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Subcontractors – None
4. Economic Development – if awarded this contract we will use locally employed Florida Altra Medical personnel

#### Diversity – Supplier Qualifications

Altra Medical is 100% women owned and the majority of our employees are minorities or women. We have adopted a policy of supporting diversity both in our employees and any subcontractors that we use for various projects though out the country

#### Additional Qualifications - CONFIDENTIAL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

# COMPLIANCE FORMS

EXCEPTIONS

PUBLIC ENTITY CRIMES

DISPUTE DISCLOSURE

ADDENDA

BUSINESS LICENSE

INSURANCE CERTIFICATE

W-9

**EXCEPTIONS for Solicitation #:** RFP18 4544 OQ

The undersigned Proposer/Bidder, having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.

The undersigned hereby declares that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's proposal non-responsive.

**No exceptions will be allowed after the proposal is submitted.**

Please check one:

☐

None

☒

Exceptions:

Altra Medical will provide an additional 2 year warranty on the AEDs above the 8 year warranty

provided by Philips if we provide the maintenance contract on the units for the initial 3 year period of this contract.

Prices quoted on AEDs and supplies are based on Philips list pricing in effect on the OK-NASPO contract

If Philips changes their list prices, the percentage discount will remain the same over the contract period.

The prices tiers in this bid are available for others to piggy back off. If the contract is extended an additional two years

we reserve the right to adjust the maintenance inspection costs per unit to reflect CPI price escalation.

Pricing for 29 of the 39 AEDs may include rebates available from Philips related to units OUC currently has.

The \$860 AED pricing would not be available under a piggy back contract to other utilities of municipalities.

We request that our references and additional qualifications remain confidential.

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a) and 287.135,  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES AND SCRUTINIZED  
COMPANIES**

(To be signed in the presence of a notary public or other officer  
authorized to administer oaths.)

STATE OF Florida

COUNTY OF Pinellas

Before me, the undersigned authority, personally appeared Leslie O. Roberts  
who, being by me first duly sworn, made the following statement:

1. The business address of Altra Medical Corporation  
is 9105 Belcher Road, Pinellas Park, FL 33782
2. My relationship to Altra Medical Corporation  
is President

[Relationship such as sole proprietor, partner, president, vice president].

3. I understand that any company listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Section as defined by Florida Statute 215.473 may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. If found to be on the list, I understand that any contract with the governmental agency or entity will be terminated and that civil penalties as outlined in Florida Statute 287.135 will apply.
4. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
7. Neither the bidder or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or Contractor nor any affiliate of the bidder or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

**[Draw a line through paragraph 7 if paragraph 8 below applies.]**

8. ~~There has been a conviction of a public entity crime by the bidder or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or Contractor who is active in the management of the bidder or Contractor or an affiliate of the bidder or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

~~\_\_\_\_\_~~. A copy of the order of the Division of Administrative Hearings is attached to this statement.

**[Draw a line through paragraph 8 if paragraph 7 above applies.]**

Signed by: \_\_\_\_\_

*Leslie O. Roberts*

Printed Name: Leslie O. Roberts

Sworn to and subscribed before me in the state and county first mentioned

above on the 29<sup>th</sup> day of JUNE 2018.

*Dara L. Stefan*  
\_\_\_\_\_  
Notary Public

(Affix Seal)

**DARA L. STEFAN**  
Notary Public, State of Florida  
My Comm. Expires March 31, 2020  
No. FF 963222

*Dara L. Stefan*  
\_\_\_\_\_  
Type or Printed Name

3-31-2020  
\_\_\_\_\_  
My Commission Expires

**DISPUTE DISCLOSURE for Solicitation #:** RFP18 4544 OQ

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project.

Altra Medical Corporation

Firm

6/28/18

Date

*Leslie O. Roberts*  
Authorized Signature

President

Officer Title

Leslie O. Roberts

Printed or Typed Name



*Received &  
Reviewed  
6/28/2018  
Julie Roberts*

June 18, 2018

To: All Prospective Proposers:  
From: Chanda Davis, Associate Buyer  
Subject: Addendum No. One, RFP18 4544 OQ Automatic External Defibrillators

The purpose of this Addendum is to address clarifications and questions in response to the subject solicitation.

**Questions:**

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**Response 1.** OUC will accept alternate pricing for the reconditioned item but must receive pricing for the original specification. That means if you want to submit alternate pricing you must also submit pricing for the new item. Reconditioned items will require warranty information for each unit.

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**Response 6.** Please see Questions 1 & 2.

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**Response 10.** As stated in the RFP the M/WBE of 8% is a goal and not a requirement. OUC will not reject a proposal for M/WBE participation.

CITY OF PINELLAS  
P.O. BOX 3780-110  
PINELLAS PARK, FLORIDA 33780-110

BUSINESS TAX RECEIPT

STATE LICENSE #:

TAXPAYER'S

OTHER LICENSE #:

18-0

PINELLAS  
PARK

FLORIDA LOCAL ADDRESS

BUSINESS NAME, OWNERS NAME  
AND MAILING ADDRESS

ALTRA MEDICAL CORP  
ROBERTS PRESIDENT LESLIE  
9105 BELCHER RD  
PINELLAS PARK FL 33782

9105 BELCHER RD  
PINELLAS PARK FL 33782

THE ABOVE NAMED PERSON, FIRM OR CORPORATION HAS PAID A BUSINESS TAX TO  
ENGAGE IN THE FOLLOWING BUSINESS ACTIVITIES:

CODE	DESCRIPTION
5047/	MEDICAL, DENTAL, AND HOSPITAL EQUIPMENT AND SUPPLIES

SALE OF MEDICAL EQUIPMENT NO OUTSIDE STORAGE

UNITS AMOUNT

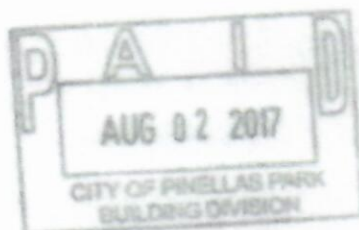
BUSINESS TAX AMOUNT

50.00

FOR PERIOD ENDING: September 30, 2018

BALANCE DUE .00

THIS RECEIPT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY  
LAW OR ORDINANCE AND IS NOT AN ENDORSEMENT OF COMPETENCE OR BUSINESS  
PRACTICE. ANY CHANGE IN LOCATION OR OWNERSHIP MUST BE APPROVED BY THE CITY,  
SUBJECT TO ZONING RESTRICTIONS.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ARCW Insurance 9067 Belcher Rd  Pinellas Park FL 33782		<b>CONTACT</b> NAME: Producer --DEFA PHONE (A/C, No, Ext): (727) 544-8841 FAX (A/C, No): (727) 544-8842 E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A : Nationwide INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b>  Altra Medical Corp 9105 Belcher Road  Pinellas Park FL 33782		NAIC #	

**COVERAGES****CERTIFICATE NUMBER:** 18-19 GL Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACPBPRZ5974966739	06/14/2018	06/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBPRZ5974966739	06/14/2018	06/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Orlando Utilities Commission is additional insured

**CERTIFICATE HOLDER****CANCELLATION**Orlando Utilities Commission  
100 W. Anderson St.

Orlando

FL 32801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Altra Medcial Corporation**

2 Business name/disregarded entity name, if different from above

**Altra Medical**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**9743 Sago Point Drive**

6 City, state, and ZIP code

**Largo, FL 33777**

7 List account number(s) here (optional)

Requester's name and address (optional)

**ORLANDO UTILITIES Commission**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

5 9 - 3 6 7 1 5 6 2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Leslie Roberts*

Date ►

*6/28/18*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# COST FILE

**4544 OQ Automatic External Defibrillators  
Pricing Sheet - Altra Medical Corporation**

Description	Quantity	Cost	Warranty Included	Price Break Quantity	Price Break Cost	Availability/Stock Item	Estimated Delivery Date	Expedited Shipping Available	Expedited Shipping Cost	Expedited Shipping Delivery Date
									(Max / unit)	
Philips Heartstart FRx Defibrillator	39 units	\$860.00 / ea. \$33,540 total	8 year manufacturer warranty on AED; 2 on pads; 4 yrs. On battery (see exceptions)	1 to 5; 6 to 10; over 10	1 to 5 - \$1,269/ea.; 6 to 10 - \$1,172/ea.; 11 to 35 - \$1,074/ea.	8 in stock; balance available when Philips comes off ship hold Q4	8 AEDs available immediately; balance Q4	Yes	\$100	Same Day/ Next Day
Spare Philips HS1 Battery	39 units	98.02/ ea. \$3,822.78 total	4 year	1 to 5; 6 to 50; over 50	1 to 5 - 35% discount from list; 6 - 50 40% discount; > 50 42% discount	In Stock	Immediately	Yes	\$10	Next Day
Spare HeartSmart SMART Pads II for FRx	39 units	\$32.48/ea. \$1,266.72 total	2 year	1 to 5; 6 to 50; over 50	1 to 5 - 35% discount from list; 6 - 50 40% discount; > 50 42% discount	In Stock	Immediately	Yes	\$10	Next Day
FRx carrying case	10 units	\$58.80 /ea. \$588.00 total	1 year	1 to 5; 6 to 50; over 50	1 to 5 - 35% discount from list; 6 - 10 40% discount; > 10 42% discount	In Stock	Immediately	Yes	\$10	Next Day
Philips HS1 Replacement Battery	134 units	\$98.02/ea. \$13,134.68 total	4 year	1 to 5; 6 to 50; over 50	1 to 5 - 35% discount from list; 6 - 50 40% discount; > 50 42% discount	In Stock	Immediately	Yes	\$10	Next Day
HeartSmart SMART Pads II for FRx – Replacement pads.	534 units	\$32.48/ea. \$17,344.32 total	2 year	1 to 5; 6 to 50; over 50	1 to 5 - 35% discount from list; 6 - 50 40% discount; > 50 42% discount	In Stock	Immediately	Yes	\$10	Next Day
Basic AED Mountable Cabinet (MMP - Non-Philips without alarm)	5 units	\$110/ea. \$550.00 total	3 year	1 to 5; 6 to 50; over 50	1 to 5 - 20% discount from list; 6 to 10 - 25% discount; > 10 - 30% discount	One week	One week	Yes	\$30	Next Day
Fast Response Kit (68-pchat)	8 units	\$26.68/ea. \$213.44 total	1 year	1 to 5; 6 to 50; over 50	1 to 5 - 35% discount from list; 6 - 50 40% discount; > 50 42% discount	In Stock	Immediately	Yes	\$10	Next Day
Annual maintenance	134 units	\$200 trip charge plus \$15/AED = \$2,210 total	See Qualifications				normally several days notice		\$200	Next Day
SOF Tactical Tourniquet, 1.5" Black	105 units	\$23.25/ea. \$2,441.25 total	1 year	1 to 5; 6 to 50; 51 to 100 >100	1 to 5 - \$29.95; 6 to 20 - \$26.95; 21 to 50 - \$25.45 51 to 100 \$24.25 >100 \$23.25/ ea.	One week	One week following contract	Yes	Based on number of units	Next Day

**4544 OQ Automatic External Defibrillators  
Pricing Sheet - Altra Medical Corporation**

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# AGENDA MEMORANDUM

**Item No:** 4.B.2.

**Meeting Date:** January 14, 2019

**From:** Mike Thornton, Purchasing Manager

**Subject:** Resolution authorizing execution of an Agreement for the purchase of Automatic External Defibrillators (AEDs)

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**Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of an Agreement with Altra Medical Corporation for Automatic External Defibrillators (AED), related supplies and services.

**Analysis:**

The Electric Utility Department as part of their safety program is installing AEDs on each of the trucks. The Department identified the Phillips brand AED as their preferred manufacturer. They submitted a request for the purchase of 11 AEDs and associated supplies.

**Procurement Analysis:**

In order to establish a long-term contract for the purchase and maintenance of the AEDs the Procurement Division identified a competitive solicitation recently issued by Orlando Utilities Commission (OUC). Procurement reviewed the competitive process used by OUC and approved the process. Procurement staff believes the City would receive no better pricing and terms if the City issued a solicitation for these services. OUC is a much larger organization than the City. Therefore, it is beneficial and efficient for the City to piggyback the OUC contract award.

Execution of the Agreement will allow any City Department to use this Agreement for the purchase of AEDs and related supplies. This will be a contract for City-wide use.

**Options:**

- 1) Approve the resolution authorizing execution of the Agreement with Altra Medical Corporation; or
- 2) Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

There will be no fiscal impact until purchases are made from the executed agreement. Depending on the purchase cost the appropriate approval will be sought at that time.

**Submission Date and Time:** 1/9/2019 3:34 PM

Department: <u>Electric Department</u>	<b>Reviewed By</b>	Account No.: <u>TBD</u>
Prepared by: <u>Mike Thornton</u>	Department Head: _____	Project No.: <u>TBD</u>
Attachments: <u>X</u> Yes _____ No	Finance Department: _____	WF/Job No.: _____
Advertised: _____ Yes <u>X</u> Not Required	Deputy City Manager: _____	Req. No.: _____
Dates: _____	<b>Submitted by:</b>	Budget: _____
Attorney Review: _____ Yes _____ No	City Manager: _____	Available: _____