



## *City of Miami Gardens* INVITATION TO BID

The City of Miami Gardens is requesting sealed bids from qualified suppliers for the purchase and delivery of Football Protective Gear.

### BID SUBMISSION:

Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **If Delivered by mail send to:** Procurement Department, 1515 N.W. 167<sup>th</sup> Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **If Delivered in person:** Procurement Department location, 1515 NW 167<sup>th</sup> Street; Bldg. 7, Suite 440 until 2:00 P.M. on Thursday, **February 4, 2010**, at which time they will be opened and read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

### **“ITB# 09-10-032 – Football Protective Gear”**

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or call toll free 1-800-711-1712 and request Document #09-10-032 or may be found on the City's web site at [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov). Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

### FOR INFORMATION

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000.

### ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 “Cone of Silence”, public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

**FOOTBALL PROTECTIVE GEAR**  
**ITB# 09-10-032**  
**February 4, 2010**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

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

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Procurement Department, City of Miami Gardens, 1515 N W 167<sup>th</sup> Street; Bldg 5 Suite 200, if by mail, and Bldg 7, Suite 440, if in person, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

**1.2 EXECUTION OF BID:**

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

**1.3 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

**1.3.1 TAXES:**

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

**1.3.2 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

**1.3.3 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**1.3.4 BID'S CONDITIONS:**

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

**1.4 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

**1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

**1.6 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, if by mail and Bldg 7, Suite 440 if in person, Miami Gardens, Florida 33169.

**1.7 DELIVERY:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for

making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

**1.8 INTERPRETATIONS:**

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 474-1285.

**1.9 AWARDS:**

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

**1.10 BID OPENING:**

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

**1.11 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.12 PAYMENT:**

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

**1.13 DISPUTES:**

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

**1.14 LEGAL REQUIREMENTS:**

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

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

**1.15 INDEMNIFICATION:**

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for

whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

**1.16 PATENTS & ROYALTIES:**

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

**1.17 OSHA:**

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

**1.17A SAFETY PRECAUTIONS:**

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

**1.18 SPECIAL CONDITIONS:**

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

**1.19 ANTI-DISCRIMINATION:**

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

**1.20 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

**1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

**1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

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

**1.23 DEFAULT/FAILURE TO PERFORM:**

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

**1.24 CANCELLATION:**

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

**1.25 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

**1.26 SUBSTITUTIONS:**

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

**1.27 FACILITIES:**

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

**1.28 BID TABULATIONS:**

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

**1.29 APPLICABLE LAW AND VENUE:**

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

**1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

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

**1.31 CONTRACT:**

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

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

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

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

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**1.32 ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

**1.33 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

**1.34 OPTIONAL CONTRACT USAGE:**

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

**1.35 SPOT MARKET PURCHASES:**

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

**1.36 WARRANTIES OF USAGE:**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**1.37 PUBLIC ENTITY CRIMES:**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.38 CODE OF ETHICS:**

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

**1.39 NON-COLLUSION:**

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

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may

result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

**1.40 PROHIBITION OF INTEREST:**

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

**1.41 FLORIDA PUBLIC RECORDS ACT:**

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

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

**1.42 TIED BIDS:**

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

**1.43 UNBALANCED BIDS:**

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

**1.44 LOCAL PREFERENCE:**

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 5% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

**1.45 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:**

In accordance with the City of Miami Gardens Code of Ordinance regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov).

**1.46 DRUG FREE WORKPLACE AFFIDAVIT:**

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

**1.47 SMALL, MINORITY, AND WOMEN'S BUSINESSES:**

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**FOOTBALL PROTECTIVE GEAR**  
**ITB# 09-10-032**  
**February 4, 2010**

**2.0 SPECIAL CONDITIONS**

**2.1 PURPOSE:**

The purpose of this bid is to establish a contract, by means of sealed bids, for the purchase and delivery of football protective gear for the City of Miami Gardens Athletic Program.

The City of Miami Gardens Athletic Programs shall consist of a league of forty five (45) youth teams with approximately thirty seven (37) players to a team. The City anticipates purchasing approximately 1,700 football equipment to include but not limited to football helmets, shoulder pads and reconditioning.

**2.2 EQUIPMENT CONDITION:**

All football equipment shall be new equipment and currently manufactured. All new equipment must meet NOCSAE standards.

**2.3 TERM OF CONTRACT:**

It is requested that bidders quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of two (2) years. The City of Miami Gardens reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) years. Contract renewal shall be the City's prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City. This contract may not be an exclusive contract. The successful bidder shall notify the City in writing not less than ninety (90) days prior to renewal date of any adjustment in the contract amount.

**2.4 METHOD OF AWARD:**

Award of this contract will be made to the two (2) lowest responsive, responsible bidder(s) by group whose bid will be most advantageous to the City. To be considered for award by group, the vendor shall offer prices for all items within a given group. While the award will be made to multiple vendors by group to assure availability, the lowest price vendor for each group will be given the first opportunity to perform under this contract.

Options are not a factor for award. If all sections/areas are awarded to a single bidder, please state on the Bid Form a percentage of discounts to be allowed.

**2.5 BRAND NAME EQUIPMENT:**

The manufactures name, brand name and /or model number information contained in this solicitation are being used for the sole purpose of establishing a level of quality, standard of performance, and design and is no way intended to prohibit the offer of another manufacturer's items, unless otherwise indicated on the Bid Submission Form. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material article or equipment is in the opinion of the City, of equal substance and function.

Initial offer must be accompanied with Two (2) complete sets of products information sheets such as factory specifications, standard manufacturer information sheets, catalogues and brochures. Also all supporting documentation submitted by the offeror must in total meet the required specifications, set forth in this solicitation.

The City, in its sole discretion, may reject proposed alternative items, and its decision in this regard shall be final.

**2.6 PAYMENT:**

Payment will be made upon receipt and acceptance of complete order(s). Invoices will be subject to verifications and approval by the requesting department. No down or partial down payments will be made.

All proposal prices must include freight prepaid to location specified on purchase order in Miami Gardens, Florida.

**2.7 PURCHASING CARD PROGRAM:**

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents shall presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

**2.8 ADDITIONAL QUANTITY OF ITEMS OR UNITS/OPTIONS**

Although this solicitation and resultant contract states an estimated number of items or units to be purchased by the City, it is understood and agreed that the City may purchase additional items or units from the vendor, provided that these additional items or units represent the same manufacturer, model or brand, and unit price stipulated in the Option section of the bid submittal form.

**2.9 DELIVERY:**

Vendors shall specify on the attached Bid Form the estimated delivery time (in calendar days) from receipt of Purchase Order. Delivery date may be a determining factor in award. Bidder shall ship FOB Destination and shipping to be included in pricing with no minimum orders.

If the successful vendor fails to deliver within the specified time, it is understood that \$25.00 per calendar day, per unit, will be deducted from the payment as liquidated damages for each day beyond the specified time.

**2.10 PICK UP AND DELIVERY FOR RECONDITIONING OF FOOTBALL HELMETS**

The awarded vendor shall pick up helmets in a centralized location within the City of Miami Gardens. The centralized location will be determined by the City and provided to the awarded vendor five (5) calendar days prior to season ending. The awarded vendor shall pick up the helmets five (5) calendar days after the season ends. The awarded vendor is to deliver the helmets to the centralized location after reconditioning within the number of days required to return helmets.

**2.11 BACK ORDERS:**

The City shall not allow any late deliveries under this contract. Accordingly, the vendor is required to deliver all items to the City within the time specified in this solicitation and resultant contract; and no grace periods shall be honored, unless written authorization is issued by the City, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the times specified, the City reserves the right to cancel the order, seek the items from another vendor and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs the City may cancel this contract for default.

**2.12 SAMPLES:**

Where approved equals are allowed prospective bidders are alerted to the submission requirements for samples or descriptive literature with pictures (see Bid Form/Specifications for each item bid). Failure to meet any of the submission requirements for samples or descriptive literature with pictures may deem your bid non-responsive. The City reserves the right to request samples of equipment at no additional costs to the City prior to award of contract in its best interests. Samples must be labeled with the bidder's name, bid number and bid item number.

Samples shall be delivered to the City within five (5) calendar days of request.

**2.13 CONTACT PERSON:**

For any additional information regarding the specifications and requirements of this proposal, contact: Elena Varona, Facsimile: (305) 474-1285, e-mail: [evarona@miamigardens-fl.gov](mailto:evarona@miamigardens-fl.gov)

**2.14 BID CLARIFICATION:**

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285, e-mail: [evarona@miamigardens-fl.gov](mailto:evarona@miamigardens-fl.gov) The proposal title/number shall be referenced on all correspondence. All questions must be received no later than seven (7) calendar days before the due date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**2.15 LIQUIDATED DAMAGES:**

If the successful vendor fails to deliver within the specified delivery time, it is understood that \$25.00 per calendar day, per unit, will be deducted from the payment, as liquidated damages

**2.16 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

**2.17 REFERENCES:**

Each proposal must be accompanied by a list of five (5) references, of prior experience and similar work, which shall include contact person, telephone number, facsimile number and e-mail address. It is the responsibility of the bidder to ascertain that the contact person will be responsive. NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.

**2.18 WARRANTY:**

The successful bidder shall guarantee all workmanship, materials, and equipment they have furnished for a period of five (5) years for helmets, 400 days for padding and one (1) year for protective equipment; after the final acceptance of the equipment and/or materials; and, if during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the City, proceed at bidder's own expense to replace and repair same, together with any damage to all finishes, and equipments that may be damaged as a result of this defective equipment or workmanship. Copy of the warranty shall accompany the bid submittal.

**2.19 BID SUBMITTAL:**

All proposals submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

**2.20 LATE PROPOSALS:**

The City of Miami Gardens cannot accept proposals received after opening time and encourages early submittal.

**2.21 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

**2.22 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:**

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND TWO COPIES of the Invitation for Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.23 SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:**

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Governmental Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful bidder and issue its own tax exemption certificate as required by the bidder.

**FOOTBALL PROTECTIVE GEAR**  
**ITB# 09-10-032**  
**February 4, 2010**

**3.0 MINIMUM SPECIFICATIONS:**

**3.1 PURPOSE:**

The purpose of this solicitation is to establish a contract, by means of sealed bids, with a qualified vendor(s) to furnish and deliver football protective gear to include the reconditioning of football helmets.

Helmets shall meet the National Operating Committee on Standards for Athletic Equipment (NOCSAE) standards. Helmets shall have a five-year warranty.

**3.2 DESCRIPTION OF FOOTBALL PROTECTIVE GEAR:**

**GROUP I: HELMETS:**

**Air Standard Youth Helmet**

1. Approved Brands: Schutt – Manufacturer #7965 or “Approved Equal” brands meeting specifications.
2. Traditional-offset shell made of high impact ABS plastic
3. Rust resistant stainless steel hardware
4. SUREFIT slot for better fitting of chinstrap
5. Dual density foam liner system
6. Uses universal jawpads
7. Uses YF of standard style faceguard
8. Faceguard are to be attached to the helmet when shipped
9. Treated with Ultra-Fresh to inhibit growth of bacteria, mold, and mildew that cause odors and stains
10. Pounds: P.W. to 80Lbs.
11. Shell Sizes: XXS-Large
12. Colors: Black, Navy Blue, Silver and Maroon at no additional charge
13. Helmet Care Kit included
14. Placement of team emblem on helmets
15. Five (5) year manufacturer’s warranty

**DNA Recruit Youth Helmet**

1. Approved Brands: Schutt – Manufacturer #7960 or “Approved Equal” brands meeting specifications
2. Advanced shell design - spherical shape allows glancing blows on helmet-to-helmet hits
3. Specifically designed contours for a unique look and increased strength and durability
4. Functional ventilation system for air flow
5. Rust resistant stainless steel hardware
6. SUREFIT slots allow for inside fitting chin straps
7. Encapsulated fit liner system incorporates soft, comfortable fit foam that allows for maximum player comfort
8. Multi-layer cushioning system for impact absorption and comfort
9. Third chin strap snap included to allow for player preference in chin strap selection
10. Treated with Ultra-Fresh to inhibit growth of bacteria, mold, and mildew that cause odors and stains
11. Comes with a youth soft cup chin strap with longer straps for use with SUREFIT slots
12. Standard with 1-1/8" DNA jaw pads

**BID SPECIFICATION (Continued).**

13. Faceguard are to be attached to the helmet when shipped
14. Pounds: 80-135Lbs.
15. Shell Sizes: S-X Large
16. Colors: Black, Navy Blue, Silver and Maroon at no additional charge
17. Helmet Care Kit included
18. Placement of team emblem on helmets
19. Five (5) year manufacturer's warranty

**Youth Advantage Helmet**

1. Approved Brands: Schutt – Manufacturer #7880 or “Approved Equal” brands meeting specifications
2. Single air liner with AIR-LOC inflation valve, color coded for easy size identification
3. Smooth Spherical Shell
4. Large Ventilation Holes
5. Third Chin Strap Snap Location
6. Rust Resistant Stainless Steel Hardware
7. Treated With Ultra-Fresh
8. Model #7713 Youth Soft Cup Chin Strap included
9. Schutt Universal 1 1/8 inch jaw pads included
10. Uses YF or standard style faceguard
11. Faceguard are to be attached to the helmet when shipped
12. Pounds: 135-165Lbs.
13. Shell Sizes: S-X Large
14. Colors: Black, Navy Blue, Silver and Maroon at no additional charge
15. Helmet Care Kit included
16. Placement of team emblem on helmets
17. Five (5) year manufacturer's warranty

**GROUP IA: RECONDITIONING OF FOOTBALL HELMETS:**

Reconditioning: term used in association with the replacement of football helmet and faceguard parts, as well as the cleaning and sanitizing of football helmets.

1. The awarded vendor will inspect all helmets worn during season to determine if recondition is needed.
2. The awarded vendor **will not** undertake to change or modify the design, construction, material or fitness of the equipment.
3. Prices listed in this bid are to include transportation (both ways). Price is also to include insuring said equipment against loss or damage occurring in transit or while in awarded vendor(s) possession to the extent of the actual cash value of the same at the time of the loss or damage.
4. Bidder must be certified to recondition Schutt and all major brands of football helmets.
5. All protective football equipment shall be cleaned and sanitized in accordance with the original manufacturer's policies and procedures. Where original manufacturer's procedures exceed the standards of the National Athletic Equipment Reconditioners Association, the original manufacturer's procedures will take precedence.
6. All bidders agree that all work and parts are fully guaranteed and will not alter the warranty of the helmet in any way.

**BID SPECIFICATION (Continued).**

7. Any equipment unsafe for continued used and/or beyond economical repair shall be marked “**Reject-unsafe for use**” at the time of inspection.
8. No bid will be considered for reconditioning of helmets from any bidder who does not have, fully operational in their facility, helmet testing equipment approved by the NOCSAE.
9. No sub-contracting of any portion of this contract shall be allowed.
10. All NOCSAE approved helmets are to have recertification labels indicating the date and vendor name affixed to the helmet shell interior. Further, all helmets shall have the “WARNING” label (approved by the NFSHSA, NCAA and MANUFACTURERES) affixed to the helmet shell exterior. Each Reconditioner shall provide a letter stating their membership in NAERA (National Athletic Equipment Reconditioners Association). **Letter shall be submitted with bid package.**
11. All procedure processes, repairs, and replacement parts shall be with the original manufacturer’s parts and recommended procedures.
12. All face protectors will be removed inspected and tested. National Federation rules state “no metal will be showing”. All face protectors be returned NOCSAE approved.
13. No helmet will be reconditioned unless it is also recertified.
14. All bidders shall include in the bid price, the NOCSAE surcharge per helmet.
15. All parts removed and replace will be returned to a centralized location.
16. Awarded vendor shall have 5 business days after season is over to pick-up helmets for reconditioning from a centralized location.
17. All helmets that are rejected and under manufacturer’s warranty are to be replace at no charge.

Flat rate of reconditioning shall include the following:

1. Disassemble and inspect
2. Buff and polish all molded helmets
3. Cleaning & sanitizing all used parts
4. Sand blast for proper finishing
5. Repainting
6. Remove and replace all snap studs and hardware
7. Replace all worn out and/or damage liners
8. Replace jaw pads and other cushioning/shock absorbing substances
9. Warning labels affixed to interior and exterior of shell
10. Exterior size sticker affixed to shell
11. Recertification of each NOCSAE approved helmet
12. Faceguards removed and good faceguards reinstalled
13. Helmets inspected for cracks, faceguards inspected for bends, coating

**BID SPECIFICATION (Continued).**

- 14. Faceguard hardware (stainless steel) is reinstalled
- 15. No charge for rejected helmets
- 16. Decals can be reapplied
- 17. NOCSAE/NAER & insurance charges
- 18. Pick-up & Delivery to and from a centralized location

Any other repair or part replacement, which can be reasonably construed as a normal procedure associated with helmet reconditioning, must also be included in the flat rate. This includes repair or replacement of worn or defective parts, and replacement of missing parts.

**FACEGUARDS:**

- 1. Must be available for all positions
- 2. Constructed of high strength carbon steel
- 3. Coated with thermoplastic resin
- 4. Available in white
- 5. Interchangeable
- 6. Styles: YF, DNA or Standard Style faceguards

**INVENTORY:**

The awarded vendor shall list an inventory of the helmets by team, by year and by size. A copy of the inventory shall be left at the Parks & Recreations Department. After reconditioning, the awarded vendor shall inspect the helmets. Helmets returned must match the inventory list left at the Parks & Recreations Department. A print out of all interior components replaced in each helmet must also be provided to the City after reconditioning is complete.

Any helmet shell found to be unsuitable for play would be noted on the inside of the helmet shell and returned to the City. Any interior component(s) found suitable for play in the unsuitable shell(s) will be cleaned, sanitized and used in the helmets if the part is needed. This is done at no charge to the City. Any parts not used will be returned to the City in a box marked **Good Parts**.

Any components found to be unsuitable for play will be boxed along with the unsuitable shells and returned to the City in a box marked **Unsuitable For Play**.

**INSPECTION AT FACTORY**

The City understands that occasionally equipment is rejected at the factory, making it impossible to recondition. Rejected football helmets must be returned to the City. Helmets to be reconditioned under this bid are under the manufacturer’s warranty. Therefore, if any helmet is rejected helmet in the same size, color, etc. as the defective helmet. There shall be no cost to the City for warranty replacement of rejected helmets. If a football helmet is cracked, the awarded vendor will replace according to this procedure.

**GROUP II: SHOULDER PADS:**

- 1. Rawlings Football Shoulder Pads or “Approved Equal” brands meeting specifications.
- 2. Cantilever construction provides excellent protection
- 3. Built in clavicle channel build-ups
- 4. Low profile epaulets
- 5. Extended strip padding for added torso protection
- 6. Single strap hook-up on size 3X-Small to Med.
- 7. Double strap hook-up on size Large to X-Large

<b>Model</b>	<b>Size</b>	<b>Shoulder</b>	<b>Chest</b>	<b>Weight</b>
TTNJR-85	3XS	10"-11"	22"-24"	Under 40lbs
TTNJR-86	2XS	11"-12"	24"-26"	40-60lbs

**BID SPECIFICATION (Continued).**

TTNJR-87	XS	12"-13"	26"-28"	50-70lbs
TTNJR-88	S	13"-14"	28"-30"	60-80lbs
TTNJR-89	M	14"-15"	30"-32"	70-100lbs
TTNJR-90	L	15"-16"	32"-34"	90-120lbs
TTNJR-91	XL	16"-17"	34"-36"	110-140lbs
TTNJR-92	2XL	17"-18"	36"-38"	130-150lbs

**GROUP III: PAD SETS & MOUTHGUARDS:**

1. Adams USA Youth Football 7 Piece Hip & Tail Set, Snap-in, high-rise pad design, reinforced snaps, 2 Knee pads: 5"X7" (each), 2 Thigh Pads with Plastic Inserts: 5"X7" (each), 3-piece Hip Pads: 6 ½"X9" (each); or "Approved Equal" brands meeting specifications.
2. Adams MG-301 Mouthguards with Strap, universal size, form fit mouthguard with strap, custom fit in 30 seconds, or "Approved Equal" brands meeting specifications.

### **3.3 BID CHECK LIST**

**YES\_\_\_ NO\_\_\_ 1. Copy of appropriate License and Permits**

**YES\_\_\_ NO\_\_\_ 2. Bid Submittal Price**

**YES\_\_\_ NO\_\_\_ 3. Bid signed by authorized representative**

**YES\_\_\_ NO\_\_\_ 4. Vendor Representative Contact information**

**YES\_\_\_ NO\_\_\_ 5. Bid prepared in duplicate**

**YES\_\_\_ NO\_\_\_ 6. Business Tax Receipt**

**YES\_\_\_ NO\_\_\_ 7. Accept VISA Credit Card for payment**

**YES\_\_\_ NO\_\_\_ 8. References listed**

**YES\_\_\_ NO\_\_\_ 9. National Athletic Equipment Reconditioners Association Membership Letter**

**YES\_\_\_ NO\_\_\_ 10. Copy of Manufacturer's Warranty**

**The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a "NO BID" in any portion of a section will not be considered for that section award.**

**Submit Proposal to:**

**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> Street  
Mail to: Bldg. 5 Suite 200  
Deliver to: Bldg. 7 suite 440  
Miami Gardens, Florida 33169**

**BID #09-10-032  
Title: Football Protective  
Gear  
Date: February 4, 2010**

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(Vendor)

agrees to supply labor, equipment, supplies required for football protective gear as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

**Gentlemen:**

The undersigned Bidder has carefully examined the Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the services called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation for the purchase and delivery of football protective gear as performed under this contract.

**BID SUBMITTAL cont.**

**FOOTBALL PROTECTIVE GEAR**

**All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide the Football equipment shall be included in this price.**

**GROUP I:**

**ITEM# DESCRIPTION**

**Est.  
Qty.**

**Unit  
Price**

**Extended  
Price**

1. **Air Standard Youth Football Helmet Schutt (7965)** to include Faceguard & Care Kit in accordance with Specifications. Sizes: XXS-Large  
Or "Approved Equal" meeting NOCSAE Standards.

443

\$\_\_\_\_\_ ea

\$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-100 \$\_\_\_\_\_ea

2. **DNA Recruit Youth Football Helmet Schutt (7960)** to include Faceguard & Care Kit, in accordance with specifications. Sizes: S-XL  
Or "Approved Equal" meeting NOCSAE Standards.

1007

\$\_\_\_\_\_ ea

\$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-100 \$\_\_\_\_\_ea

3. **Youth Advantage Football Helmet Schutt (7880)** to include Faceguard & Care Kit, in accordance with specifications. Sizes: S-XL  
Or "Approved Equal" meeting NOCSAE Standards.

250

\$\_\_\_\_\_ ea

\$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-100 \$\_\_\_\_\_ea

**TOTAL GROUP I**

**\$\_\_\_\_\_**



**BID SUBMITTAL cont.**

**FOOTBALL PROTECTIVE GEAR**

**GROUP II:**

**ITEM# DESCRIPTION**

**Est.  
Qty.**

**Unit  
Price**

**Extended  
Price**

1. Rawlings Youth Shoulder Pads Model: TTNJR-85 in accordance with specifications or " Approved Equal". 242 \$\_\_\_\_\_ ea \$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-50 \$\_\_\_\_\_ea

2. Rawlings Youth Shoulder Pads Model: TTNJR-86 in accordance with specifications or " Approved Equal". 242 \$\_\_\_\_\_ ea \$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-50 \$\_\_\_\_\_ea

3. Rawlings Youth Shoulder Pads Model: TTNJR-87 in accordance with specifications or " Approved Equal". 242 \$\_\_\_\_\_ ea \$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-50 \$\_\_\_\_\_ea

4. Rawlings Youth Shoulder Pads Model: TTNJR-88 in accordance with specifications or " Approved Equal". 242 \$\_\_\_\_\_ ea \$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-50 \$\_\_\_\_\_ea

**BID SUBMITTAL cont.**

**FOOTBALL PROTECTIVE GEAR**

5. Rawlings Youth Shoulder Pads 245 \$ \_\_\_\_\_ ea \$ \_\_\_\_\_  
Model: TTNJR-89 in accordance  
with specifications or  
" Approved Equal".

Brand Offered: \_\_\_\_\_

Model Offered: \_\_\_\_\_

**Option:** 1-50 \$ \_\_\_\_\_ ea

6. Rawlings Youth Shoulder Pads 245 \$ \_\_\_\_\_ ea \$ \_\_\_\_\_  
Model: TTNJR-90 in accordance  
with specifications or  
" Approved Equal".

Brand Offered: \_\_\_\_\_

Model Offered: \_\_\_\_\_

**Option:** 1-50 \$ \_\_\_\_\_ ea

7. Rawlings Youth Shoulder Pads 242 \$ \_\_\_\_\_ ea \$ \_\_\_\_\_  
Model: TTNJR-91 in accordance  
with specifications or  
" Approved Equal".

Brand Offered: \_\_\_\_\_

Model Offered: \_\_\_\_\_

**Option:** 1-50 \$ \_\_\_\_\_ ea

8. Rawlings Youth Shoulder Pads 242 \$ \_\_\_\_\_ ea \$ \_\_\_\_\_  
Model: TTNJR-92 in accordance  
with specifications or  
" Approved Equal".

Brand Offered: \_\_\_\_\_

Model Offered: \_\_\_\_\_

**Option:** 1-50 \$ \_\_\_\_\_ ea

**TOTAL GROUP II** \$ \_\_\_\_\_

**BID SUBMITTAL cont.**

**FOOTBALL PROTECTIVE GEAR**

**GROUP III:**

**ITEM# DESCRIPTION**

**Est.  
Qty.**

**Unit  
Price**

**Extended  
Price**

1. Adams USA Youth Football  
7 Piece Hip & Tail Set  
in accordance with specifications  
or " Approved Equal" 1700 \$\_\_\_\_\_ ea \$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-100 \$\_\_\_\_\_ea

2. Adams MG-301 Mouthguards  
in accordance with specifications  
or " Approved Equal" 1700 \$\_\_\_\_\_ ea \$\_\_\_\_\_

Brand Offered:\_\_\_\_\_

Model Offered:\_\_\_\_\_

**Option:** 1-100 \$\_\_\_\_\_ea

**TOTAL GROUP III**

**\$\_\_\_\_\_**

**% Discount if awarded all groups\_\_\_\_\_.**

**BID SUBMITTAL cont.**

FOOTBALL PROTECTIVE GEAR

**Manufacturer Plant Address:**

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Will accept VISA purchase card as payment \_\_\_\_\_ Yes \_\_\_\_\_ No

DATA SHEETS/SPECIFICATIONS FOR MODELS BEING PROPOSED ARE ATTACHED  
Yes \_\_\_\_\_ No \_\_\_\_\_

WARRANTY INFORMATION ATTACHED Yes \_\_\_\_\_ No \_\_\_\_\_

Furnishing all labor, equipment, travel, materials; to include any and all cost for the term of warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

Signature \_\_\_\_\_

Print \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

The Contractor, certifies that the Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid Submittal and certify that I am authorized to sign this Bid for the bidder and that the bidder is in compliance with all requirements of the Bid, including but not limited to, certification requirements. I certify that I have read and agree to all General Conditions:

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Authorized Signature(Manual)

Authorized Signature (Printed)

\_\_\_\_\_ Date  
\_\_\_\_\_ Corporate Seal

**Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)**

<input type="checkbox"/>									
1	2	3	4	5	6	7	8	9	10

**VENDOR SERVICE REPRESENTATIVE INFORMATION**

**The following individuals are the designated contacts assigned to the City:**

**REGULAR WORK HOURS:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_

**AFTER WORK HOURS, WEEKEND & HOLIDAYS:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_

**INDIVIDUAL, FIRM OR PARTNERSHIP**

**By:** \_\_\_\_\_ / \_\_\_\_\_  
**(Signature)** **(Print name)**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_  
Social Security Number (OR) Taxpayer Identification Number (TIN):  
\_\_\_\_\_

**CORPORATION**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

**Vendor's Signature**

## QUESTIONNAIRE

Proposer's Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

Official Representative: \_\_\_\_\_

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

**When Incorporated:**

\_\_\_\_\_

In what State: \_\_\_\_\_

If Foreign Corporation:

**Date of Registration with**

Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

\_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors:

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

Name and Address of Each Partner:

Name

Address

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: \_\_\_\_\_

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ( )

No ( )

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have) \_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all completed lawsuits:

C. List all judgments from lawsuits in the last five years:

D. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

*The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

**Dated** \_\_\_\_\_, **20**\_\_

## REFERENCES

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

<b>COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE &amp; FAX NUMBER</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>E-mail:</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>E-mail:</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>E-mail:</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>E-mail:</b>	

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### 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).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,