



City of Miami Gardens INVITATION TO BID

The City of Miami Gardens is requesting sealed bids for the purchase of police uniform accessories on an as needed contract basis for the Police Department.

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. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **If Delivered in person:** Procurement Department location, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on Thursday, February 7, 2013 at which time the names of bidders will be 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# 12-13-017–POLICE UNIFORM ACCESSORIES”

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #12-13-017 or may be found on the City's web site at 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. Deadline for submittal of questions is January 31, 2013 @ **3:00 p.m.**

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”.

POLICE UNIFORM ACCESSORIES
ITB#12-13-017
February 7, 2013

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 167th 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 167th 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 167th 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:

Names of Bidders who submitted bids shall be publicly read in the Council Chamber, 1515 N W 167th 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 167th 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 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

1.43 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.

1.44 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 10% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 10% 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 10% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 10% 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.

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 MINORITY BUSINESSES:

The City of Miami Gardens encourages Minority Business Enterprises to participate in this solicitation.

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBE's that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

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

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

POLICE UNIFORM ACCESSORIES
ITB#12-13-017
February 7, 2013

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this proposal is to establish a contract, by means of a sealed bid, for the purchase of uniform accessories for the City of Miami Gardens Police Department officers and civilian staff on an as needed contract bases, as specified herein from a source(s) of supply that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

It is requested that the bidder(s) quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of two (2) years. The City reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) 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.

2.3 METHOD OF AWARD:

All bid prices must be F.O.B. destination, freight prepaid City of Miami Gardens, Florida with delivery to the location specified at the time of order.

GROUP A AND B

Award will be made to the lowest responsive, responsible bidder on a group by group basis. To be considered for award by group, the vendor shall offer prices for all items within a given group. As well as, have a facility located within twenty (20) miles from the boundaries of the City of Miami Gardens. The successful bidder shall provide pick-up services five days a week, Monday through Friday, 7:00 a.m. through 4:00 p.m.

GROUPS C THRU E

Award will be made to the lowest responsive, responsible bidders on a group by group basis. To be considered for award by group, the vendor shall offer prices for all items within a given group.

2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this solicitation, the prices quoted by the bidder on the Proposal Form shall remain fixed and firm during the term of this contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.5 PAYMENT:

Payment will be made upon receipt and acceptance of the uniforms but not more than once per month or every thirty (30) days. No partial orders will be accepted
All proposal prices must include freight prepaid to location specified on purchase order in Miami Gardens, Florida.

2.6 PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Bank of America, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability shall 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.

2.7 DELIVERY:

A) Point: Delivery of the items shall be made to individuals either at the vendor's facility, or to the Police Department as may be required. The successful bidder shall notify the Police Major of Support Services or his designee when the items are ready for pick-up or delivery. The successful bidder will be furnished the address of the Police Department delivery location, upon issuance of Purchase Order(s).

VENDOR MUST HAVE A SUPPLY OF THE ITEMS WITHIN THIRTY (30) CALENDAR DAYS AFTER ISSUANCE OF CONTRACT AWARD.

B) Verification: The successful bidder shall be responsible for dating the item requested on work order. Each chit/work order shall then be initiated by the using officer. The successful bidder shall further ensure that invoices are signed and dated by the individual officer upon final receipt of items. Chits/work orders and invoices shall be submitted in duplicate – one to the City Accounts Payable Office and one copy to Police Department.

C) Liquidated damages - Should the contractor fail to deliver or have ready for pick-up any order or ordered item, 5% of the total order amount per calendar day per order will be deducted from the monies owed by the City of Miami Gardens to the Contractor, or shall be enforced against the performance bond, not as a penalty, but as liquidated damages. Delivery of items that do not meet specifications will be the same as non-delivery.

D) Prohibition against the sale -The successful bidder will not sell or distribute any item or items with The City of Miami Gardens name or logo thereon to the general public. Police Department identification will be required for item pick-ups.

The City of Miami Gardens fully intends to enforce liquidated damages for noncompliance of any portion of these specifications or Delivery Schedules. Bidders should carefully consider all terms before submitting their bid.

2.8 FAILURE TO PERFORM/PENALTIES:

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

The City may thereupon look to the next lowest and responsive and responsible contractor to provide the items/products or advertise for bids and let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Contractor upon his

contract. **Any excess cost arising therefrom over and above the original contract price shall be charged to the Contractor.**

2.9 ADDITIONS/DELETIONS OF ITEMS/PRODUCTS:

Although this solicitation identifies specific items/products to be purchased/delivered, it is hereby agreed and understood that any new items may be added/deleted to/from this contract at the option of the City, at the awarded proposal price.

2.10 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this proposal, contact: Procurement Department, Facsimile: (305) 474-1285; e-mail: evarona@miamigardens-fl.gov.

2.11 SAMPLES:

Prospective bidders are alerted to the submission requirements for samples or descriptive literature with pictures (see Bid Form/Specifications for each item bid). These requirements must be met at the time of bid, if required. Failure to meet any of the submission requirements for samples or descriptive literature with pictures shall deem your bid non-responsive.

2.12 ORDER:

Individual purchases will be covered by purchase orders issued against the Contract as item(s) are required, or blanket purchase orders will be issued which the Police Department may draw in quantities as needed. Individual accessories request will be issued against purchase orders. The City will not be responsible for uniform accessories delivered without proper authorization.

2.13 EMERGENCY ORDERS:

During the term of the contract the Department will require the vendor to issue any necessary items within 8 to 24 hours.

2.14 QUALITY AND SIZE STANDARDS:

The successful bidder shall provide sizing (USA) and quality equal to the samples submitted to and accepted by the City. Any items not conforming to the samples submitted to and approved by the City will not be accepted and will be returned to the bidders as exchange for suitable merchandise or for full credit at no additional cost to the City. Failure on the bidder's part to immediately correct this problem will be grounds for default and subsequent cancellation of contract.

2.15 STOCK PRODUCT:

To insure availability of style and color for the purpose of maintaining departmental uniformity for future purchases, bidders must provide evidence in the form of catalogs, price lists, or similar written material that this item is currently available on an "as needed" basis. The bid sample must be provided from current manufacturer's stock of the specified style. The successful bidder will be required to provide a full size run of try-on garments within 10 days for agency approval, sizing of personnel, and for further evidence of in-stock availability.

2.16 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS:

The Bidder hereby acknowledges and agrees that all materials supplied by the Bidder in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials

supplied to the City by Bidder are found to be defective or do not conform to specifications, the City reserves the right to cancel the order and return such materials to the Bidder to replace the materials at Bidder's expense.

2.17 PROPOSAL CLARIFICATION:

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285, e-mail: evarona@miamigardens-fl.gov. The proposal title/number shall be referenced on all correspondence. All questions must be received no later than later than 3:00 p.m. Thursday, January 31, 2013. 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

2.18 REFERENCES: (not used)

2.19 ESTIMATED QUANTITIES:

Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities may be used by the City for the purpose of evaluating the low bidder meeting specifications.

2.20 BID SUBMITTAL:

All bids 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 package, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Procurement Department.

2.21 LATE BIDS:

The City of Miami Gardens cannot be responsible for bids received after opening time and encourages early submittal.

2.22 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Bid 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.

2.23 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.

2.24 COMPLETE INFORMATION REQUIRED ON BID FORM:

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

2.25 EQUAL PRODUCTS:

Manufacturer's name, brand name and item/product number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is in no way intended to prohibit the proposal of other manufacturer's items of equal material, unless otherwise indicated. "Approved Equal" (substitution) may be proposed, provided product so proposed is found to be equal in quality, standards of performance, design, etc. to item specified. **Where approved equal is proposed, proposal must be accompanied by a sample and complete sets of necessary data (i.e. factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the quality of the items) bid. The City shall be the sole judge of equality and its decision shall be final. Samples shall be submitted no later than five (5) calendar days after a formal request is made.**

All samples will be returned to unsuccessful bidders, once the evaluation of bid responses is complete and award of contract is made. Return of samples will be at bidders own expense

NOTE: Substituted items(s) that are not deemed as "Approved Equal" by the City, shall cause the bid to be non-responsive.

POLICE UNIFORM ACCESSORIES
ITB# 12-13-017
February 7, 2013

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 for the purchase and delivery of police uniform accessories. Quantities set forth in this solicitation are estimates only not guaranteed and listed for evaluation purposes.

Please quote on this form(s) net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including attaching of patches, embroidery of City seal, embroidery of Police seal, embroidery of staff names, staff titles, and divisions or departments, and transportation to destination.

Bidders shall quote one price for all sizes. No additional charges for oversized. The City reserves the right to accept or reject all or any part of this bid.

- **Patches:** City provided patches shall be attached on jackets one on each sleeve. Cost shall be included in the per unit cost of the garment.
- **Embroidery Pre-Production Samples:** The successful bidder shall furnish at no cost, pre-production samples of the embroidery required. These samples shall be provided to the user department prior to its production, for approval by a City representative. Once a logo is approved no changes to its design, color(s), stitch-count, or thread may be made by the vendor without written approval to the change by the City.

All jackets shall be water proof with thinsulate 2-ply Taslan/Nylon outershell with permanent nylon lining with full length 2-way zipper, pleat patch pockets with snap down scalloped flaps. Pen and pencil opening on left pocket and elasticized sleeve cuffs. Side zippers with adjustable stretch tabs, permanent cross-stitched should straps and badge tab. Knit expansion at armhole, bonus pocket and snap-secured sleeves.

3.2 UNIFORM ACCESSORIES:

GROUP A – OUTERWEAR

ITEM #1, WINDBREAKER JACKET, MEN/WOMEN – BLACK

Men's and Women's, 100% nylon fully lined with brushed tricot wind And water resistant, lining: 100% brushed polyester tricot Taffeta. To include the following divisions' set-ups:

1. Police - Police badge screen print and Miami Gardens (1st line) and Police (2nd line) in gold lettering front left chest. On back of jacket, "POLICE" in gold 4" lettering centered.
2. Explorer –embroidered Explorer seal on left front chest, underneath Miami Gardens (1st line) and Post 150 (2nd line) in white lettering. On back of jacket, "EXPLORER" 4" in white lettering centered.
3. CSA – embroidered seal on left front chest, underneath Miami Gardens (1st line) and CSA (2nd line) in white lettering. On back of jacket COMMUNITY (1st line), SERVICE AIDE (2nd line) in white lettering centered all 3" lettering.

4. CSI – embroidered seal on left front chest, underneath CSI on white lettering. On back CRIME SCENE in white lettering centered all 3” lettering.
Mfg. Name: Liberty or “approved equal” meeting specifications
Mfg. Style: 560MBK

ITEM #2, RAINCOAT, MEN/WOMEN – HI-VI YELLOW

Reversible Raincoat with B. Dry fabric Hi-Vi yellow
123 snap on hood, 3” reflective lettering center on back
Miami Gardens (1st line) Police (2nd line) or Miami Gardens (1st line) CSA (2nd line)
Mfg. Name: Blauer or “approved equal” meeting specifications
Mfg. Style: 733-53

ITEM #3, RAINCOAT, MEN/WOMEN – BLACK/LIME-YELLOW

Full length reversible waterproof, 3M Scotchlite trim
Reflective lettering to include the following divisions’ set-up:
1. On back Miami Gardens (1st line) Explorer (2nd line)
2. On back Miami Gardens (1st line) Crime Scene (2nd line)
Mfg. Name; Gerber
Mfg. Style: 70C3/L or “approved equal” meeting specifications

GROUP B – FOOTWEAR

ITEM #4, BIKE PATROL SHOES – BLACK

Men’s and Women’s Bike Patrol Shoes Magnum Black-Sport-Grain
Mfg. Name: Magnum or “approved equal” meeting specifications
Mfg. Style – Men: 5144 Women: 5144

ITEM #5, DRESS SHOES – BLACK

Men’s and Women’s Dress Shoes – color Black
Mfg. Name: Thorogood or “approved equal” meeting specifications
Mfg. Style – Men: 8316803; Women: 531-6303

ITEM #6, HIGH GLOSS UPPER SHOES – BLACK

Men’s and Women’s Shoes – color Black
Mfg. Name: Bates or “approved equal” meeting specifications
Mfg. Style – Men: 942; Women: 742L

ITEM #7, HIGH GLOSS DUTY SHOES – BLACK

Men’s and Women’s Shoes – color Black
Mfg. Name: Bates or “approved equal” meeting specifications
Mfg. Style – Men: 22141; Women: 22741

ITEM #8, – 6” TACTICAL SPORTS BOOTS - BLACK

Men’s and Women’s – color – Black
Mfg. Name: Bates or “approved equal” meeting specifications
Mfg. Style – Men – 2262; Women – 2762

ITEM #9, - 6” CONVERSE SWAT BOOT– BLACK

Men’s and Women’s Swat Boot
Mfg. Name: Converse or “approved equal” meeting specifications
Mfg. Style – C 8678

ITEM #10, - 6" LOW TOP BOOT – BLACK

Men's and Women's. Low Top Boot – color – Black

Mfg. Name: 5.11 A.T.A.C or "approved equal" meeting specifications

Mfg. Style: 12002-014

ITEM #11, 8" MEN/WOMEN UNIFORM BOOT-BLACK

Men/Women boots, 8" 1000 Denier nylon upper

100% waterproof, Danner's construction

Mfg. Name: Danner Acadia or "approved equal" meeting specifications

Mfg. Style: 69210

GROUP C – TIES

ITEM #12, TIES, MEN – BLACK

Tie Ready-Made Breakaway, 100% polyester. 18" – color – Black with buttonholes

Mfg. Name: Samuel Broome or "approved equal" meeting specifications

Mfg. Style: 90010BK

ITEM #13, TIES, WOMEN – BLACK

Women's Ready-Made Breakaway, 100% polyester. 14.5" – color – Black with buttonholes

Mfg. Name: Samuel Broome or "approved equal" meeting specifications

Mfg. Style: 90051BK

ITEM #14, 20" TIES, MALE & WOMEN – BLACK

Tie Ready-Made breakaway, 100% polyester, Black 20" long with buttonholes

Mfg. Name: Samuel Broome or "approved equal" meeting specifications

Mfg. Style: 90043BK

GROUP D - CAPS

ITEM #15, UNIFORM CAP – SERGEANT and ABOVE

Uniform Cap w/2" Black Midlon #1680 Black poly gabardine

as used on cap covers with gold expansion hat strap

Mfg. Name: Midway Cap Company or "approved equal" meeting specifications

Mfg. Style: 5 Star Command Cap

ITEM #16, UNIFORM CAP –OFFICERS

Uniform Cap w/ 2" Black Midlon #1680 Black poly gabardine

as used on cap covers with silver expansion hat strap

Mfg. Name: Midway Cap Company or "approved equal" meeting specifications

Mfg. Style: 4 Star Command Cap

ITEM #17, CAP STRAPS

Snake style expandable cap strap, available in gold and silver, 10" long

Mfg. Name: HWC Equipment or "approved equal" meeting specifications

ITEM #18, HAT BADGES

Police Department hat badges with City of Miami Gardens emblem,

Shall be available in gold and silver finish to include all police ranks

(see attached sample Exhibit A).

GROUP E – DUTY GEAR

ITEM #19, NAMEBAR

Silver or Gold measurement 3”X5/8”

Mfg. Name: Blackinton or “approved equal” meeting specifications

Mfg. Style: #J12

ITEM #20, DUTY HOLSTER ASL LEVEL III RETENTION-BLACK

Gun: Glock Fits: 17, 22 Finish: Plain Black

BBL: 4.5”

6360-83-61(right hand) or 6360-83-62 (left hand)

Mfg. Name: Safariland or “approved equal” meeting specifications

Mfg. Model: 6360

ITEM #21, CUSTOM FIT HOLSTER - BLACK

Custom fit holster can be worn crossdraw.

Gun: Glock Fits: 19, 23 Finish: STX Plain Black

BBL: 4”

568-51-411 (right hand) or 568-54-412 (left hand)

Mfg. Name: Safariland or “approved equal” meeting specifications

Mfg. Style: 568

ITEM #22, LEVEL III HOLSTER - BLACK

Light bearing serpa holster with light

(left or right handed)

Mfg. Name: Blackhawk or “approved equal” meeting specifications

Mfg. Style: 430800BK

ITEM #23, TACTICAL HOLSTER – BLACK

Self locking system tactical holster with light attachment

6004-831-121 (right hand) or 6004-831-122 (left hand)

Mfg. Name: Safariland or “approved equal” meeting specifications

Mfg. Style: 6004

ITEM #24, DUTY BELT-BLACK

Leather/laminate belt w/3X Locking Buckle, 2”

Plain finish Sizes: Small-XL

Mfg. Name: Safariland or “approved equal” meeting specifications

Mfg. Model: 94243-1-2

ITEM #25, DUTY BELT-BLACK

High gloss duty belt 2 ¼”

Mfg. Name: Bianchi or “approved equal” meeting specifications

Mfg. Style: 7960 Sam Browne

ITEM #26, KEEPERS-BLACK

Belt keeper, 2 snap, standard 0.75” belt keeper 4-pk

Finish: STX TAC Color: Black

Mfg. Name: Safariland or “approved equal” meeting specifications

Mfg. Style: 65-4-2PBL

ITEM #27, KEEPERS-BLACK-HIGH GLOSS CHROME

Belt keeper, 2 snap, standard 0.75” belt keeper 4-pk

Color: Black

Mfg. Name: Safariland or “approved equal” meeting specifications

Mfg. Style: 65-4-9

ITEM #28, KEEPERS-BLACK-HIGH GLOSS BRASS

Belt keeper, 2 snap, standard 0.75" belt keeper 4-pk

Color: Black

Mfg. Name: Safariland or "approved equal" meeting specifications

Mfg. Style: 65-4-9B

ITEM #29, OUTER BELT - BLACK

Outer nylon belt

Mfg. Name: Bianchi or "approved equal" meeting specifications

Mfg. Style: 7200

ITEM #30, INNER BELT - BLACK

Nylon inner belt

Mfg. Name: Safariland or "approved equal" meeting specifications

Mfg. Style: 4325-1-4

ITEM #31, HANDCUFF POUCH, TOP FLAP - BLACK

Mfg. Name: Safariland or "approved equal" meeting specifications

Mfg. Part #: 190 Finish: Plain, Color: Black, Fastener Chrome

ITEM #32, DOUBLE HANDGUN MAGAZINE POUCH - BLACK

Mfg. Name: Safariland or "approved equal" meeting specifications

Mfg. Style: 77-83-13PBL-STX Tactical – Gun: Glock, Fits: 17, 22, 34, 35

ITEM #33, PROTECTIVE GOGGLES

A frame assault goggles, black frame/clear lens

Mfg. Name: Oakley or "approved equal" meeting specifications

Mfg. Style: 02-55

ITEM #34, MONADNOCK AUTOLOCK PATROL KIT

The kit includes:

AutoLock Baton -22 w/Power Safety Tip with Black Chrome Finish, Foam Grip, Plain Holder, Hindi Baton Cap

Mfg. Name: Monadnock

Mfg. Model #: 9330 or "approved equal" meeting specifications

ITEM #35, STANDARD CHAIN STYLE HANDCUFF

Heavy duty, steel construction, 18 tooth, 3-retaining-bar system for uncompromising security, positive swing-through action, built-in backloading for fast cuffing, reinforced steel swivels for added strength and durability.

Mfg. Name: Safariland

Mfg. Model #: 8112-1-31 or "approved equal" meeting specifications

Exhibit A

Sample Police Hat Badge



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. City Business Tax Receipt (if applicable)

YES___ NO___ 7. Accept VISA Credit Card for payment

YES___ NO___ 8. MBE Certification

YES___ NO___ 9. Hiring Local Residents Affidavit

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.

BID SUBMITTAL

Submit Proposal to:

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

**BID # ITB#12-13-017
Title: Police Uniform
Accessories
Date: February 7, 2013**

(Vendor Name)

agrees to supply labor, equipment, supplies required to furnish and deliver Police Uniform Accessories 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 Police Uniform Accessories as described under this contract.

PRICE SHEET

Item No. Description: Unit Price Est. Qty. Total Price

GROUP A - OUTERWEAR

1. Windbreaker Jacket, Black \$_____/ea 200 \$_____
Men/Women
Liberty or "approved equal"
Style: 560MBK
Mfg. Name: _____
Mfg. Style No.: _____

2. Raincoat Jacket, Hi-Vi Yellow \$_____/ea 150 \$_____
Men/Women
Blauer or "approved equal"
Style: 733-5
Mfg. Name: _____
Mfg. Style No.: _____

3. Raincoat Jacket, Black/Lime-Yellow \$_____/ea 100 \$_____
Men/Women
Gerber or "approved equal"
Style: 70C3/L
Mfg. Name: _____
Mfg. Style No.: _____

TOTAL GROUP A \$_____

GROUP B - FOOTWEAR

4. Bike Patrol Shoes, Black - Men \$_____/ea 100 \$_____
Magnum or "approved equal"
Style: 5144
Mfg. Name: _____
Mfg. Style No.: _____

Bike Patrol Shoes, Black – Women \$_____/ea 100 \$_____

5. Dress Shoes, Black – Men \$_____/ea 100 \$_____
Style: 8316803
Thorogood or "approved equal"
Mfg. Name: _____
Mfg. Style No.: _____

Dress Shoes, Black – Women \$_____/ea 100 \$_____
Style: 531-6303

Item No.	Description:	Unit Price	Est. Qty.	Total Price
6.	High Gloss Upper Shoes, Black Style: 942-Men Bates or "approved equal" Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	150	\$ _____
	Shoes, Black – Women Style: 742L	\$ _____/ea	100	\$ _____
7.	Duty Shoes, Black – Men Bates or "approved equal" Style: 22141 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	150	\$ _____
	Shoes, Black– Women Style: 22741	\$ _____/ea	150	\$ _____
8.	6" Tactical Boots, Black –Men Bates or "approved equal" Style: 2262 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	150	\$ _____
	6" Tactical Boots, Black-Women Style: 2762	\$ _____/ea	150	\$ _____
9.	6" Converse Swat Boot, Black Converse or "approved equal" Style: C 8678 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	150	\$ _____
10.	6"Men/Women Low Top Boot, Black 5.11 or A.T.A.C or "approved equal" Style: 12002-0114 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	300	\$ _____
11.	8" Men/Women Uniform Boot, Black Danner Acadia or "approved equal" Style: 69210 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	20	\$ _____
TOTAL GROUP B				\$ _____

Item No.	Description:	Unit Price	Est. Qty.	Total Price
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GROUP E – DUTY GEAR

19.	Name bar-Silver or Gold Blackington or “approved equal” Style: J12 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	200	\$ _____
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20.	Duty Holster Level III Retention-Black Safariland or “approved equal” 6360-83-61 (right hand) or 6360-83-62 (left hand) Style: 6360 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	300	\$ _____
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21.	Custom Fit Holster – Black Safariland or “approved equal” Style: 568-51-44 or 568-54-412 (left hand) Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	200	\$ _____
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22.	Level III Holster – Black Blackhawk or “approved equal” Style: 430800BK Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	10	\$ _____
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23.	Tactical Holster – Black Safariland or “approved equal” 6004-831-121 (right hand) or 6004-831-122 (left hand) Style: 6004 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	20	\$ _____
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24.	Duty Belt – Black Safariland or “approved equal” Style: 94243-1-2 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	300	\$ _____
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25.	Duty Belt – Black Bianchi or “approved equal” Style: 7960 Sam Browne Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	50	\$ _____
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26.	Keepers – Black Safariland or “approved equal” Style: 65-4-2PBL (4-pk) Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	400	\$ _____
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Item No.	Description:	Unit Price	Est. Qty.	Total Price
27.	Keepers – Black, High Gloss Chrome Safariland or “approved equal” Style: 65-4-9 (4-pk) Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	40	\$ _____
28.	Keepers – Black, High Gloss Brass Safariland or “approved equal” Style: 65-4-9B (4-pk) Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	40	\$ _____
29.	Outer Belt – Black Bianchi or “approved equal” Style: 7200 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	20	\$ _____
30.	Inner Belt – Black Bianchi or “approved equal” Style: 4325-1-4 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	50	\$ _____
31.	Handcuff Case – Black Bianchi or “approved equal” Style: 190 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	50	\$ _____
32.	Double Handgun Magazine Pouch Black Safariland or “approved equal” Style: 77-83-13PBL-STX Tactical – Gun: Glock, Fits: 17, 22, 34, 35 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	30	\$ _____
33.	Protective Goggles Oakley or “approved equal” Style: 02-55 Mfg. Name: _____ Mfg. Style No.: _____	\$ _____/ea	20	\$ _____

Item No. Description: Unit Price Est. Qty. Total Price

34, AUTOLOCK PATROL KIT \$_____/ea 75 \$_____

Monadnock or "approved equal"

Mfg. Model #: 9330

Mfg. Name: _____

Mfg. Style No.: _____

35, STANDARD CHAIN STYLE HANDCUFF \$_____/ea 100 \$_____

Safariland or "approved equal"

Mfg. Model #: 8112-1-31

Mfg. Name: _____

Mfg. Style No.: _____

TOTAL GROUP E \$_____

We (I) certify that we have read your Invitation for Bids, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

Will accept VISA purchase card as payment _____ **Yes** _____ **No**

Guarantee Delivery will be made within 14 calendar days after order.

DATA SHEETS/SPECIFICATIONS FOR MODEL 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:

Authorized Signature(Manual)

Authorized Signature (Printed)

_____ **Date**

_____ **Corporate Seal**

Vendor 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: (____)

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

PROJECT: PURCHASE POLICE UNIFORMS ACCESSORIES
OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285.

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__

City of Miami Gardens
Procurement Department

The City of Miami Gardens is seeking to use this project as a means to provide employment opportunities to city residents that are currently unemployed.

BIDDERS AFFIDAVIT

NOTE: This Affidavit must be properly executed by the bidder.

Bid No. _____ Date: _____

Bid Title

Company _____ Name

Authorized _____ Representative

Certifies they will in good faith attempt to hire a total of _____ unemployed residents of the City of Miami Gardens to complete the project as specified herein.

Good faith efforts include but are not limited to the following:

- Advertisement in general circulation media

- Contact local agencies specializing in job placements, e.g. Workforce One, South Florida Workforce, Job Corp etc.

Job Corp Contact Information:
Anthony Robinson, Program Director
Miami Job Corps
Robinson.Anthony@jobcorp.org
(305) 620-3104

*City of Miami Gardens
Procurement Department*

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services. **MBE Certification must be submitted with this form(s)**

A Good Faith Effort

A Good Faith Effort shall be shown on each project or purchase regardless of the dollar amount. Good Faith Effort to secure MBE participation shall be documented and shall include, but not necessarily be limited to, the following actions:

1. Advertisement in general circulation media, trade association publications and minority business enterprise media to provide notice of subcontracting opportunities;
2. Provide notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. Notice shall be given in sufficient time to allow the MBEs to participate effectively;
3. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner;
4. Negotiating in good faith with qualified MBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.

Contractor Name: _____ Address: _____

Federal ID _____ Phone _____ Email _____

Minority Business Certified? YES NO

MBE Certification Attached? YES NO

Contractor Official a Minority YES NO

Black _____ Hispanic _____ Asian _____ Native American _____

() No Sub-Contracting Opportunities existed for this contract

() No Firms were contacted because:

This schedule must be submitted with the bid or proposal

Company Name, Address, Phone & Email	Type of Ownership BM – African Am HM – Hispanic AM – Asian NM – Native Am.	Trade or Services to be performed	Contact Method

Collusion

The City will not accept collusion among the prime bidders, an MBE or any other individual business or joint venture, or evidence of undue influence on an MBE to alter the committed quantities or its quotation.

Certification: It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed _____ Name/Title _____

Date _____

