



City of Miami Gardens **INVITATION TO BID**

The City of Miami Gardens is requesting sealed bids for a term contract from qualified company(s) for the purchase and delivery of youth sports uniforms.

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, January 24, 2013 at which time the name 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# 12-13-018 YOUTH SPORTS UNIFORMS"

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 #12-13-018 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 17, 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".

YOUTH SPORTS UNIFORMS
ITB# 12-13-018
January 24, 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 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 2005-10-28 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 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 five (5) 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 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.

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.

YOUTH SPORTS UNIFORMS
ITB# 12-13-018
January 24, 2013

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this solicitation is to establish a term contract, by means of sealed bids for the purchase and delivery of youth sports uniforms for the Parks and Recreation sports seasons including but not limited to basketball, baseball, soccer, track and field.

2.2 METHOD OF AWARD:

Award of this contract will be made to the lowest responsive, responsible bidder(s) on a group by group basis. To be considered for award by group, the bidder(s) shall offer prices for all items within a given group.

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. Quantities set forth in this solicitation are estimates only not guaranteed and listed for evaluation purposes.

Successful bidders awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein with no minimum order requirements.

2.3 TERM OF CONTRACT:

The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from this contracts effective date, prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional one (1) year period. 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 PAYMENT:

Vendor shall submit invoices upon accepted delivery of complete uniforms order(s). City shall remit payment for all undisputed amounts within thirty (30) days of receipt of invoices. All invoices shall include a detailed listing of uniforms with charges. All invoices are 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.

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Bank of America, 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.

2.5 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 by 3:00PM on January 17, 2013. All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.6 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.

2.7 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- 2.7.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$100,000
The City of Miami Gardens will accept filed certificates of exemption forms for Worker's Compensation Insurance on a case by case basis as determined by the City.
- 2.7.2 General Liability Insurance - \$100,000 for each occurrence, general aggregate, personal injury and products/completed operations
- 2.7.3 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$10,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

2.8 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 uniforms at no additional costs to the City prior to award of contract in its best interests.

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

2.9 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.

2.10 UNIFORMS SHALL BE NEW AND WARRANTED AGAINST DEFECTS:

The Bidder hereby acknowledges and agrees that all uniforms, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the uniforms supplied to the City by the Bidder are found to be defective or do not conform to specifications, the City reserves the right to (1) cancel the order and return such uniforms to the Bidder at the Bidder's expense or (2) require the Bidder to replace the uniforms at the Bidder's expense.

The successful bidder will be required to warranty all products supplied. Warranty information shall be described in detail and submitted with bid.

2.11 EQUAL PRODUCTS:

For those items where an "equal" product may be considered by the City in accordance with the Bid/Proposal Submission Form, the item shall be equal in quality, design, fabric and standards of performance to the item specified in the solicitation.

Where an "or equal" item is offered, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the City, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

The City shall be sole judge of equality, based on the best interests of the City, and its decision in this regard shall be final.

2.12 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT:

Substitute brands or styles may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without written consent by the Procurement Department, prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

2.13 DAMAGED GOODS:

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.14 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED:

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

2.15 DELIVERY:

Delivery time may be a factor in award of solicitation. Vendors shall specify on the attached bid form the estimated delivery time (in calendar days) for each product from receipt of Purchase Order(s).

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.

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.

2.16 QUANTITIES:

Quantities set forth in this solicitation are estimated amounts only and not guarantee of purchase.

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 and 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 QUANTITY DISCOUNTS:

The bidder is urged to offer additional discounts for one time delivery of large single orders of any assortment of the items required under this solicitation and resultant contract. As such deliveries are not a certainty under the awarded contract, such discounts will not be considered in the evaluation of the offer. The City may from time to time order in quantities of one or more piece(s), therefore, the City will not accept a minimum order requirement.

2.19 ADDITION OF ITEMS:

Although this solicitation identifies specific items to be purchased, it is hereby understood and agreed that additional items may be added to this contract, during the contract term(s). Award of these additional item(s) shall be confirmed through the issuance of a quote. These items shall become an integral part of the contract.

2.20 CONTRACTUAL GUARANTEES:

Each proposer, by virtue of bidding, warrants and guarantees that all material, lining, trimmings, etc. are first quality goods of current manufacture with no seconds or rejects being used, and are of uniform quality and color.

Successful bidder(s) shall guarantee replacements of improperly manufactured garments. Said replacements must be made within five (5) business days from time of notification by the Department. The user department shall notify vendor via e-mail of replacements.

Any part of an order that does not conform to specifications, although accepted through oversight of otherwise; may be rejected at any time. Any part of an order found not to be in accordance with specifications due to the fault of the vendor shall be altered or replaced by the vendor at no cost to the City.

If at any time during the contract period, any specified item is found not be equal in quality, workmanship and/or materials to the samples provided by the successful bidder are not as per bid specifications the contract may be cancelled.

2.21 MEASUREMENTS:

Only minor alterations may be required. Alterations shall be included in the unit price.

2.22 LATE PROPOSALS:

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

2.23 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.

2.24 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 ONE COPY 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.

2.25 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.

YOUTH SPORTS UNIFORMS
ITB# 12-13-018
January 24, 2013

3.0 MINIMUM SPECIFICATIONS:

Furnish and deliver sports uniforms meeting or exceeding the product specifications set forth in this solicitation with no minimum order requirements.

All items shall include in the price; measuring and alteration, screen printing of logo, screen printing of numbers with all available number layouts in all team jerseys. If a required size is not available this should be noted in the bid document as Not Available.

3.1 TEAM REPLICAS:

Bidders shall be able to provide all NBA and Major League Team Replicas for basketball and baseball jerseys and baseball caps. If a particular NBA or Major League Team is not available, bidder(s) shall note this in the bid submittal. The City shall provide the awarded vendor with all replica team names for basketball and baseball.

3.2 NUMBERS:

3.2.1 Basketball Jersey Numbers:

Each jersey shall have a 4" full block number screen printed on the centered front chest and the same number 6" full block number screen printed centered on the back and on the reversible side of the jersey. Numbers shall match the same color pattern of the NBA Replica logo. On the reversible (white) side the logo shall match the color of the NBA Replica jersey. Numbers on each jersey shall be unique with that team. No team shall have more than one of the same numbers on the team.

Basketball numbers shall be: 0, 1,2,4,5,10,12,15,20,21,22,23,25,30,31, 32,33,34,35,40,42,45,50,52,55

3.2.2 Baseball Jersey Numbers:

Each jersey shall have a 4" number screened printed on the front below the team name and back 6" centered on the back.

Baseball numbers shall be: 0 through 25

3.2.3 Soccer Numbers:

Each jersey shall have a 4" number screened printed on the front below the team name and back 6" centered on the back

Soccer numbers shall be: 0 through 25

3.3 LOGOS:

All jerseys, tops, and speed suits shall have the CMGYS logo screened printed two colors: white with black borders, (approximately 3 1/2"X2") placed on the front top left side of the jersey, 1 1/2" below the neckline. Please see sample CMGYS logo (Exhibit A).

On the reverse side (white side) of the Basketball Replica jersey the CMGYS logo shall be black with white borders.

The Track and Field logo shall be screen printed full color on the front chest centered of the speed suits approximate size logo: (6 ½"X8") and on the compression tops: approximate size logo: (4 ½"X5"). The Track and Field logo shall be placed approximately 1 ½" below the CMGYS logo. Awarded vendor shall be provided with sample of the Track and Field logo.

Awarded vendor shall submit to the City a proof of the logos for approval prior to production.

3.4 SCREEN PRINTING:

Screen printing of logos and numbers shall be done in a professional manner and shall be straight with no creases, folds, cracks, etc.

3.5 COLORS:

Bidders shall provide all uniform colors and color combinations provided in this solicitation. If a particular color or color combination is not available, bidder(s) shall note this in the bid submittal. The City shall provide the awarded vendor with all team colors and color combination.

3.6 UNIFORM SPECIFICATIONS:

BASKETBALL UNIFORMS

ITEM #1 - Reversible Jersey, Youth Male

NBA Replica Jerseys – 100% Nylon colors, 100% polyester-white. Color reverses to white, concealed U-neck and armholes, straight hemmed open bottom for printing numbers. Shall be available in all NBA Teams with NBA Replica team logo dyed directly into the fabric. Sizes: Youth: S-XL, The following brands shall be acceptable: Russell Athletic Brand or "approved equal".

ITEM #2 - Reversible Jersey, Adults Male

NBA Replica Jerseys – 100% Nylon colors, 100% polyester-white, Color reverses to white, concealed U-neck and armholes, straight hemmed open bottom for printing numbers. Shall be available in all NBA Teams with NBA Replica team logo dyed directly into the fabric. Sizes: Adults: S-3XL. The following brands shall be acceptable: Russell Athletic Brand or "approved equal".

ITEM #3 - Mesh Shorts, Youth Male

NBA Replica Matching shorts – 100% nylon, multi-needle waist with draw cord, lightweight, tricot liner, straight hemmed bottom, 7" inseam. Color options: Black, Cardinal, Columbia, Blue, Dark Green, Gold, Maroon, Navy, Orange, Purple, Red, Royal, and Silver. Sizes: Youth: S-XL. Manufacturer: Russell Athletic Brand or "approved equal".

ITEM #4 - Mesh Shorts, Adults Male

NBA Replica Matching shorts – 100% nylon, multi-needle waist with draw cord, lightweight, tricot liner, straight hemmed bottom, 7" inseam. Color options: Black, Cardinal, Columbia, Blue, Dark Green, Gold, Maroon, Navy, Orange, Purple, Red, Royal, and Silver. Sizes: Adults: S-3XL. Manufacturer: Russell Athletic Brand or "approved equal".

BASEBALL UNIFORMS

ITEM #5 - Replica Jersey, Youth Male

Major League Replica Jerseys- 100% polyester, 7 button down front plackets. Shall be available in all Major League Teams with Major League team logo screen printed on the front. Sizes: Youth S-L. Manufacturer: Majestic or "approved equal".

ITEM #6 - Replica Jersey, Adults Male

Major League Replica Jerseys- 100% polyester, 7 button down front plackets. Shall be available in all Major League Teams with Major League team logo screen printed on the front. Sizes: Adults S-2XL. Manufacturer: Majestic or "approved equal".

ITEM #7 - Baseball Pant, Youth Male

100% polyester, double knit, elastic waistband, looped waist for larger sizes, elastic belts with matching colors. Colors: black, grey, white or pinstripes. Sizes: Youth XS-XL. Manufacturer: Allenson Athletic or "approved equal".

ITEM #8 - Baseball Pant, Adult Male

100% polyester, double knit, elastic waistband, looped waist for larger sizes, elastic belts with matching colors. Colors: black, grey, white or pinstripes. Sizes: Adults S-2XL. Manufacturer: Allenson Athletic or "approved equal".

ITEM #9 - Socks – Youth Male

Two-In-One Stirrup and sock all in one, 70% cotton, 10 nylon, 10% elastic, 10% acrylic. To fit ages: Youth. Colors available: Black, Columbia Blue, Dark Green, Gold, Kelly, Navy, Orange, Purple, Royal and Scarlet. Sizes: Youth 6-8 ½. Manufacturer: AllSports or "approved equal".

ITEM #10 - Socks – Varsity Male

Two-In-One Stirrup and sock all in one, 70% cotton, 10 nylon, 10% elastic, 10% acrylic. To fit ages: Adults. Colors available: Black, Columbia Blue, Dark Green, Gold, Kelly, Navy, Orange, Purple, Royal and Scarlet. Sizes: Varsity 8 ½ -11. Manufacturer: AllSports or "approved equal".

ITEM #11 – Caps

Major League Replica Caps, with 3D logo, cotton twill construction, and adjustable tab back. Caps shall match the team jerseys. Available in all Major League Replica teams. Available sizes: one size fits all. Manufacturer: Outdoor Cap Company or "approved equal".

SOCCER UNIFORMS

ITEM #12 – Soccer Uniforms Youth and Adults, Male and Female

Soccer uniform package to include, jersey, solid color design, piping on sleeves with a tri-color V-neck collar. Shall be available in 22 color combinations and 3 white color combinations. League shorts, 100% ventex polyester with elastic waistband for all sizes with drawstring, #800 socks, back number and front number and logo. Shall be available in Youth sizes S-XL and Adults sizes: S-XL. Manufacturer: Score, Style Costa Rica or "approved equal".

TRACK AND FIELD UNIFORMS

ITEM #13 – Speed Suit, Youth Male

Lightweight 5oz, 78% Nylon, 22% Spandex, four-way stretch, 3.5" Nylon Spandex side panels, flat seam construction, 3 color item:(Body/Side Panel/Arm & Neck Trim), with Naturexx for "moisture wicking" performance. Sizes: Youth YS, YM, YL. Available color combinations: Black, Gold, Gray, Royal, Red, Vegas, White, Forest, Maroon, Purple, Navy, Orange, Columbia, Kelly. Manufacturer: Game Gear, Style: NS300PY or "approved equal".

ITEM #14 – Speed Suit, Adults Male

Lightweight 5oz, 78% Nylon, 22% Spandex, four-way stretch, 3.5" Nylon Spandex side panels, flat seam construction, 3 color item:(Body/Side Panel/Arm & Neck Trim), with Naturexx for "moisture wicking" performance. Sizes: Adults XS, SM, MD, LG, XL, 2XL, 3XL, Available color combinations: Black, Columbia, Gold, Gray, Maroon, Orange, Royal, Red, Purple, Vegas, White, Forest, Navy, Nyl superior swatch, Texas, Kelly. Color combinations shall be provided to awarded vendor. Manufacturer: Game Gear, Style: NS300P or "approved equal".

ITEM #15 – Racer Back Compression Top , Youth Female

Lightweight 5 oz. 78% Nylon, 22% Spandex, Four-way stretch, Available color combinations: Black, Columbia, Navy, Gold, White, Forest, Gray, Orange, Red, Maroon, Royal, Purple, Kelly. Sizes: Youth YS, YM, YL. Manufacturer: Game Gear, Style: NS533Y or "approved equal".

ITEM #16 – Racer Back Compression Top, Adults Female

Lightweight 5 oz. 78% Nylon, 22% Spandex, Four-way stretch, Available color combinations: Black, Columbia, Navy, Gold, White, Forest, Gray, Orange, Red, Maroon, Royal, Purple, Kelly. Sizes: Adults SM, MD, LG, XL, 2XL, 3XL. Manufacturer: Game Gear, Style: NS533 or "approved equal".

ITEM #17 – Compression Shorts, Youth Female

82% Nylon, 18% Spandex, covered elastic waistband. Four-way stretch, 3.5" Side Available color combinations: Gray, Orange, Maroon, White, Royal, Gold. Sizes: Youth YS, YM, YL. Manufacturer: Game Gear, Style: NL111PY or "approved equal".

ITEM #18 – Compression Shorts, Youth Adults

82% Nylon, 18% Spandex, covered elastic waistband. Four-way stretch, 3.5" Side Panel. Available color combinations: Black, Vegas, White, Gray, Orange, Maroon, Navy, Royal, Gold, Red. Sizes: Adults SM, MD, LG, XL, 2X, 3X. Manufacturer: Game Gear, Style: NL111P or "approved equal".

3.7 EXHIBITS:

EXHIBIT A

SAMPLE CMGYS LOGO:



3.8 BID CHECK LIST

- YES___ NO___ 1. Copy of appropriate License**
- YES___ NO___ 2. Proof of ability to obtain insurance**
- YES___ NO___ 3. Bid Submittal Price**
- YES___ NO___ 4. Bid signed by authorized representative**
- YES___ NO___ 5. Vendor Representative Contact information**
- YES___ NO___ 6. References with Phone & Fax Numbers, E-mail Address**
- YES___ NO___ 7. Bid prepared in duplicate**
- YES___ NO___ 8. City Business Tax Receipt (if applicable)**
- YES___ NO___ 9. Accept VISA Credit Card for payment**
- YES___ NO___ 10. MBE Certification**
- YES___ NO___ 11. 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# 12-13-018
Title: Youth Sports Uniforms
Date: January 24, 2013**

(Vendor Name)

agrees to supply labor, equipment, supplies required to furnish and deliver youth sports uniforms 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 to furnish and install fitness equipment performed under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to furnish and deliver youth sports uniforms shall be included in this price.

BID SUBMITTAL (continued).

All cost for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide sports uniforms shall be included in this price.

All items shall include in the price: measuring and alterations, screen printed CMGYS logo and Track and Field logo and numbers, as well as team replica logos, all available fonts and layouts also to be included on the reversible side of reversible jerseys with no minimum order requirements.

Unit pricing on items shall cover all range of sizes specified for Youth and Adults. An Item is defined as all associated and noted sizes of the same particular article of clothing (i.e. Sizes S-XL and 2XL, 3XL, etc.). If a required size is not available this should be noted in the bid document as Not Available.

ITEM #	DESCRIPTION	Description if different than specified item (Brand and Manufacturer's items numbers)	Est. Qty.	Unit	Unit Price	Ext. Price
	BASKETBALL UNIFORMS					
1.	<u>Reversible NBA Replica Jersey Youth Male</u> sizes: S-XL, Russell Athletic or "approved equal".		300	Ea	\$	\$
2.	<u>Reversible NBA Replica Jersey, Adult Male</u> sizes S-3XL, Russell Athletic or "approved equal".		100	Ea	\$	\$
3.	<u>Mesh Shorts, Youth Male</u> NBA Replica matching shorts, Youth Sizes: S-XL Russell Athletic or "approved equal".		300	Ea	\$	\$
4.	<u>Mesh Short, Adult Male</u> , NBA Replica matching shorts, Adult Size: S-3XL, Russell Athletic or "approved equal".		100	Ea	\$	\$
	BASEBALL UNIFORMS					
	TOTAL BASKETBALL UNIFORMS					\$
5.	<u>Baseball Replica Jersey, Youth Male</u> , Sizes: S-L. Majestic or "approved equal".		300	Ea	\$	\$
6.	<u>Baseball Replica Jersey, Adult Male</u> , Sizes: S-2XL Majestic or "approved equal".		100	Ea	\$	\$
7.	<u>Baseball Pants, Youth Male</u> , Sizes: XS-XL Allesson Athletic or "approved equal".		300	Ea	\$	\$

8.	<u>Baseball Pants, Adult Male,</u> Sizes: S-2XL Alleson Athletic or "approved equal".		100	Ea	\$	\$
9.	<u>Socks,</u> Youth, Two-In One Stirrup Youth Sizes: 6-8 ½. Manufacturer: AllSports or "approved equal".		300	Pair	\$	\$
10.	<u>Socks,</u> Varsity Two-In One Stirrup Varsity Sizes: Sizes: Varsity 8 ½ -11. Manufacturer: AllSports or "approved equal".		100	Pair	\$	\$
11.	<u>Caps,</u> Major League Replica, One size fits all Outdoor Cap Company or "approved equal".		400	Ea	\$	
	TOTAL BASEBALL UNIFORMS					\$
	SOCCER UNIFORMS					
12.	<u>Soccer Uniforms Youth and Adults, Male and Female</u> Youth sizes S-XL and Adults sizes: S-XL. Manufacturer: Score, Style Costa Rica or "approved equal".		400	Pkg.	\$	\$
	TOTAL SOCCER UNIFORMS					\$
	TRACK AND FIELD UNIFORMS					
13.	<u>Speed Suit, Youth Male,</u> Youth sizes: YS, YM, YL. Manufacturer: GameGear, Style: NS300PY or "approved equal".		300	Ea	\$	\$
14.	<u>Speed Suit, Adults Male,</u> Adults sizes: XS, SM, MD, LG, XL, 2XL, 3XL, Manufacturer: GameGear, Style: NS300P or "approved equal".		100	Ea	\$	\$
15.	<u>Racer Back Compression Top, Youth Female,</u> Youth sizes: YS, YM, YL. Manufacturer: GameGear, Style: NS533Y or "approved equal".		300	Ea	\$	\$
16.	<u>Racer Back Compression Top, Adults Female,</u> Adult sizes: SM, MD, LG, XL, 2XL, 3XL. Manufacturer: GameGear, Style: NS533 or "approved equal".		100	Ea	\$	\$

17.	Compression Shorts, Youth Female , Youth sizes: YS, YM, YL. Manufacturer: Game Gear, Style: NL111PY or "approved equal".		300	Ea	\$	\$
18.	Compression Shorts, Youth Adults , Adults sizes: SM, MD, LG, XL, 2XL, 3XL. Manufacturer: Game Gear, Style: NL111P or "approved equal".		100	Ea	\$	\$
	TOTAL TRACK AND FIELD UNIFORMS					\$
	GRAND TOTAL					\$

Discount if awarded all items _____ %

Guaranteed Delivery Date _____ delivery date from receipt of purchase order may be a determining factor in award.

Vendors shall guarantee delivery time (in calendar days) for each item. It must be a firm delivery time, no ranges will be accepted, i.e. 12-14 days.

Will accept VISA purchase card as payment _____ Yes _____ No

DATA SHEETS/SPECIFICATIONS FOR MODELS BEING PROPOSED ARE 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

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

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

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: (____) _____

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: YOUTH SPORTS UNIFORMS

OWNER: CITY OF MIAMI GARDENS

BIDDER:

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**__

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)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-mail:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-mail:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-mail:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-mail:	

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 _____

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<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 the "Name" line 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	
<input style="width: 100%;" type="text"/> - <input style="width: 100%;" type="text"/> - <input style="width: 100%;" type="text"/>	

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

Employer identification number	
<input style="width: 100%;" type="text"/> - <input style="width: 100%;" type="text"/>	

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.

Sign Here	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.