

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
GOLD NUGGET, INC  
FOR  
POLICE UNIFORMS AND ACCESSORIES**

**THIS AGREEMENT** is made between **GOLD NUGGET, INC.** an active, for-profit Florida Corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, The Consultant and the City of Doral (the “City”) through mutual negotiation, have agreed upon scope of services, schedule, and fee for POLICE UNIFORMS (the "Project"); and

**WHEREAS**, the City desires to engage the Consultant, and the Consultant desires to provide services as specified herein; and

**WHEREAS**, on April 10, 2019 the City selected Consultant pursuant to the Invitation to Bid\_2018-18 (ITB) to provide the Police Department with public safety uniforms and accessories. The Invitation to Bid and Consultant’s proposal are attached and incorporated as Exhibit “A”.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The purchase of "Blauer & 5.11" brand uniforms for Police Officers and Non-sworn staff as described in the ITB, and Consultant’s proposal. Consultant shall sew on patches, chevrons and or stripes, hem pants, embroider and silk screen.
- 1.2 Consultant may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through May 2024, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in the following manner:

On a time and material/expense basis to complete the Scope of Services and Deliverables referenced in Subsection 1.1 and the tabulation sheet, provided, however, that total payments to Consultant shall not exceed \$145,000.00, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the tabulation sheet or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed ;( ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s) consistent with the rates in the bid; and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.3 Consultant is to provide the City with an invoice upon completion of tasks.
- 3.4 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.5 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Consultants.**

- 4.1 The Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available data pertinent to the services to be provided by Consultant, in possession of the City.

6. **Consultant 's Responsibilities.**

6.1 Consultant guarantees to deliver the highest quality uniforms and accessories.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit B. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant 's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third

parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.  
City Attorney  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

For The Consultant: Selica Orenstein  
President  
101 North Dixie Highway  
Hallandale, FL 33009

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **No assignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

20.2 The Consultant shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Consultant .

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant , to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant , any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**



IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

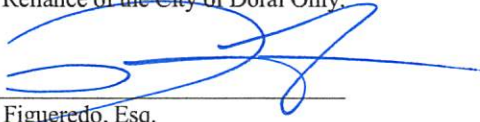
CITY OF DORAL

  
\_\_\_\_\_  
Connie Diaz, City Clerk

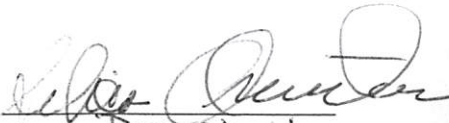
By:   
\_\_\_\_\_  
Albert P. Childress, City Manager

Date: June 6, 2019

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

CONSULTANT

By:   
\_\_\_\_\_  
Its: President  
Date: 5-30-2019

**Exhibit**

**“A”**



**City of Doral**  
**Invitation to Bid**  
**Public Safety Uniforms and**  
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**ITB No. 2018-28**

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**City of Doral**  
**ITB No. 2018-28**  
**Public Safety Uniforms and Accessories**  
**Addendum No. 1**

Below are questions that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

1. Could you confirm that one main order will be done on an annual basis and smaller orders done on an as need basis? This will help us to give better pricing by enabling us to keep minimum inventory in stock.
  - **Annual and on need basis.**
2. The prices we provide – will it only for the garment? Embroidery, Screen Printing, sewing and alteration costs are not specifically mentioned in the solicitation.
  - **Please send separate pricing.**
3. Please provide model numbers for accessory items – just to make sure we not provide the incorrect item.
  - **Provide several options for Bianchi manufacturer, which is currently being used.**
4. So that we can accurately bid can you tell me how many officers the current bid will outfit?
  - **As far as quantities, please see below:**

Currently we are budgeted for 145 Sworn Officers. Annually they will receive 3 shirts, 3 pants and any accessories that are lost or damaged as needed.

**Group #1**

Section 3.1 & 3.2 – Depends on Officer's assignment but normally 3 shirts a year.

Section 3.1b – Bike Unit not currently assigned at the moment.

Section 3.1c – Everyone is assigned a (1) "Training Polo"

Section 3.1d – Currently 4 k-9 Officers

Section 3.1e - Currently 4 k-9 Officers

Section 3.1f – Everyone is assigned a "Training Polo"

Section 3.1g – Currently about 30 Civilians and 10 Detectives (5 items per person)

Section 3.1h – Currently about 30 Civilians and 10 Detectives (5 items per person)

Section 3.1i – Only if requested – optional

**Group #2**

Section 3.2 – 3 pairs of pants a year per Officer

Section 3.2a – Bike Unit not currently assigned at the moment.

Section 3.2b – Bike Unit not currently assigned at the moment.

Section 3.2c – Everyone is assigned (1) "Training pants".



**City of Doral**  
**ITB No. 2018-28**  
**Public Safety Uniforms and Accessories**  
**Addendum No. 1**

Section 3.2d – Currently 4 k-9 Officers

Section 3.2e – Currently 12 Motormen – 3 pants

**Group #3**

1 Jacket as needed

**Group #4**

1 of each as needed per assignment

**Group #5**

1 of each as needed per assignment

**Updated Specification**

**Item No. 3.2e - Motormen/ Mounted Breeches – Dark Navy with ½” Blue Strip down leg**

**FABRIC:**

Koplan Mills, 11.5-12 oz./linear yd. stretch 100% textured polyester serge Weave.

**WAISTBAND:**

The waistband must be a minimum of 2” wide and closed with a crush-proof hook and eye, the eye being bartacked for stability. The waistband curtain shall have three strand snugtex and be 65% polyester and 35% cotton with press-to-last finish, and match the color of the pocketing, attached with a Rocap machine. Waistband stiffener ¾” in width shall be sewn into the waistband on the front of the trouser from side seam to side seam. The breeches are to have a continuous closed waistband.

**BELT LOOPS:**

There should be a minimum of seven belt loops on all sizes over 30, with a lesser number on smaller sizes. Each loop is to be ¾” wide of double thickness, and stitched on the face side with a 2” needle machine. Except for the back-belt loops which shall be tacked on. All loops shall be sewn into the waistband and shall accommodate a 1-5/8” belt.

**POCKETING:**

The pocketing shall be matching 65/35 polyester/cotton material stitched, turned and top stitched. Merrowed edges (serge and sew) will not be accepted.

**POCKETS:**

The front pocket opener will be a minimum of 6.5” and be 6” deep from the bottom of the opening. They shall be stitched, turned and restitched. The inside front pocket facing shall be a separate piece of



**City of Doral**  
**ITB No. 2018-28**  
**Public Safety Uniforms and Accessories**  
**Addendum No. 1**

self-material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5.5" and be 6" deep and be finished on the outside with an exposed top and bottom. The front pockets shall have a straight bartack and the back pockets shall be bartacked with a triangular bartacking machine.

**BARTACKS:**

Triangle bartacks shall be placed at each corner of the back pockets. It is to form an exact 60-degree angle at each point and each leg of the triangle is to be no more than 9/16" in length. There is to be no less than four stitches along the line of the leg and is to be repeated three times, making a total of 12 longitudinal stitches in each leg triangle. The front pockets will have a straight heavy bartack in the side seams for extra strength.

**ZIPPERS:**

The breeches shall be closed with a Talon 42 Memory Lock Zipper. The zipper tape must be treated for Pres-Tu-Last finishing. There shall be a brass bottom stops at the base of the zipper chain. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly, and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the breeches. This bartack will reduce stress on the left fly and zipper.

**ZIPPER LEGS:**

The legs shall have a zipper leg closure using a Talon 42 Memory Lock Zipper and to be fastened at the top with a metal bottom stop. The zippers are to have 7/16" cotton tape on black number 2901 with extensions to be 3/4" AB and 3/4" BE. Velcro closure can be substituted if the department chooses.

**REINFORCEMENTS:**

There shall be a knee and a seat reinforcement of self-material on the outer side.

**SERGING:**

All serging to be done on a three-thread serging machine in a good state of Adjustment. Two-thread serging will not be acceptable.

**MEASUREMENTS:**

Shall be determined at a local tailoring facility.



# City of Doral

## Invitation to Bid

### ITB No. 2018-28

## Public Safety Uniforms and Accessories

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Edward Rojas, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **11:00 am on December 17<sup>th</sup>, 2018**. The submittals shall be clearly marked "**ITB No. 2018-28 – Public Safety Uniforms and Accessories**".

All submittals shall be publicly opened and recorded on **11:00 am, Monday, December 17<sup>th</sup>, 2018**. Late submittals shall **not** be accepted or considered. Respondents are to deliver, in sealed envelope or box, **one (1) original and three (3) copies in separate 3 ring binders** of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this solicitation. In addition, respondents are to deliver **two (2) CDs** (*one for the City Clerk, the other for Procurement*) containing a PDF copy of all materials submitted in the submittal.

The City's tentative schedule for this solicitation is as follows:

- Pre-Bid Meeting: November 26<sup>th</sup>, 2018 at 11:00 A.M.
- Cut-off Date for Questions: December 5<sup>th</sup>, 2018 at 5:00 P.M.
- Bid Due Date: December 17<sup>th</sup>, 2018 at 11:00 A.M.

The City of Doral reserves the right to accept any submittal deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all submittals and re-advertise.



## PROJECT OVERVIEW

The City of Doral is soliciting formal bids for the purchase of uniforms and accessories for public safety officers and support staff. A copy of the complete solicitation may be obtained via the [City of Doral's Procurement Division website](#).

All questions or comments should be directed to the following email [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com).

All inquiries must reference **ITB No. 2018-28 – Public Safety Uniforms and Accessories** in the subject line.

No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

It is the intent of the City to award a contract subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

The City reserves the right to delay or modify scheduled dates and will notify respondents of all changes in scheduled dates.

## SECTION 1.0: GENERAL CONDITIONS

### 1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

(ii) You/Your

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or sub Awarded Respondent(s). The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Respondent(s) will have different obligations than "you" as a Successful Respondent(s) will have upon awarding of this contract.

Respondent(s)/Respondent(s)/Bidder

Any business entity submitting a response to this solicitation.

Successful Respondent(s)/Respondent(s)/Bidder

The Respondent(s) whose response to this solicitation is deemed to be the most advantageous to the City. A Respondent(s) will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB and a Notice of Commencement will be issued.

(iii) Proposal

The written, sealed document submitted by the Respondent(s) according to the ITB instructions. A response to this ITB shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

### 1.2 CLARIFICATION

Questions regarding this ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders.

(i) Written Addenda

If it becomes evident that this ITB must be amended, we will issue a formal written addendum to all registered prospective Respondent(s) via email notification. Addendum will be uploaded to the City's Procurement Webpage. If necessary, a new ITB opening date may be established by addendum.

### 1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Respondent(s) for the preparation of ITB related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

### 1.4 EXAMINATION OF DOCUMENTS

The Respondent(s) must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent(s) may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the ITB documents. No person is authorized to give oral interpretations of, or make oral changes to the ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

### 1.5 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid opening, whichever is earlier, any material submitted in response to this Request for Proposal will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondent(s) must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposal by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

### 1.6 WITHDRAWAL OF PROPOSAL

A Respondent(s) may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening ITBs. The original Submittal as modified by such writing will be considered as the Submittal Proposal submitted by the Respondent(s). No oral proposal modifications will be considered.

**1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS**

The City reserves the right to reject any and/or all proposals or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposal, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Request for Proposal itself does not in any way constitute a contractual agreement between the City of Doral and the Respondent(s). However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Respondent(s) and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

**1.8 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the Respondent(s) to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

**1.9 SUBMISSION OF PROPOSAL**

(i) **Incurred Expenses**

The City is not responsible for any expenses which Respondent(s) may incur preparing and submitting bids called for in this Request for Proposal.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Respondent(s) in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

(iii) **Request for Modifications**

The City reserves the right to request that the Respondent(s) modify a proposal/bid to more fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a proposal, the Respondent(s) certifies that he/she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Proposals**

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

(vi) **Proposal Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals**

An alternate proposal will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent(s) ability to fulfill the requirements of the ITB.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Invitation to Bid/ Qualifications/ Invitation to Bid and the responses are in the public domain. However, the Bidders are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from Respondent(s) in response to this Invitation to Bid will become the property of the City of Doral and will not be returned to the Respondent(s). In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

**1.10 COMPLIANCE WITH ORDERS AND LAWS**

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB and subsequent contracting including, but not limited to:

**Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**

**Occupational, Safety and Health Act (OSHA)**

**The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended**

**National Institute of Occupational Safety Hazards (NIOSH)**

**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**

**U.S. Department of Transportation**

**Cone of Silence, City Provision Code**

**The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Respondent(s) or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent(s) or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent(s). Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Respondent(s). Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent(s) or Vendor recognizes that with respect to this transaction or bid, if any Respondent(s) or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent(s) or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Respondent(s) or Vendor must complete and execute the Business Entity Affidavit form. The terms "Respondent(s)" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Respondent(s) will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

**1.11 CONE OF SILENCE**

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (ITB), Request for Qualification (RFQ), or Invitation to Bid (ITB), between a potential vendor, service provider, Respondent(s), bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each ITB, RFQ, and Bid after the advertisement of said ITB, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular ITB, RFQ, or bid between a potential vendor, service provider, Respondent(s), bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/Respondent(s) regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent(s), bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or Respondent(s) shall render any ITB award, RFQ award, or Bid award to said bidder or Respondent(s) voidable by the City Council and/or City Manager.

**1.12 Florida Government in the SUNSHINE LAW**

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Respondent(s) acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluation are open to public inspection upon proper request. Respondent(s) should take special note of this as it relates to proprietary information that might be included in its Bid.

**1.13 CANCELLATION**

In the event any of the provisions of this ITB are violated by the Awarded Respondent(s), the City Manager shall give written notice to the Awarded Respondent(s) stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

**1.14 ASSIGNMENT**

The Awarded Respondent(s) shall not assign, transfer, convey, sublet or otherwise dispose of this 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 Doral.

**1.15 PROPERTY**

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Respondent(s) shall be the responsibility of the Awarded Respondent(s). Damages occurring to such property while in route to the City of Doral shall be the responsibility of the Awarded Respondent(s). In the event that such property is destroyed or declared a total loss, the Awarded Respondent(s) shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**1.16 TERMINATION FOR DEFAULT**

If the Awarded Respondent(s) defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Doral. In such event, the Awarded Respondent(s) shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) It is determined for any reason that the Awarded Respondent(s) was not in default or (2) the Awarded Respondent(s)'s failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Doral.

**1.17 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Awarded Respondent(s) will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**1.18 CONFIDENTIALITY**

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**1.19 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

**1.20 AUDIT RIGHTS AND RECORDS RETENTION**

The Awarded Respondent(s) agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Respondent(s) shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

**1.21 CAPITAL EXPENDITURES**

Awarded Respondent(s) understands that any capital expenditures that the Awarded Respondent(s) makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Respondent(s) must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Respondent(s). If Awarded Respondent(s) has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

**1.22 GOVERNING LAW AND VENUE**

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.23 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

**1.24 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Respondent(s), or to create any other similar relationship between the parties.

**1.25 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Respondent(s) will include, but not be limited to, the following terms and conditions:

A. The Awarded Respondent(s) shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance

of the Agreement whether by act or omission of the Awarded Respondent(s), its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

B. The Awarded Respondent(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Respondent(s) shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Respondent(s) shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Respondent(s) and the City, that the completion time as specified in Awarded Respondent(s)'s submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

**END OF SECTION 1**

## 2.0 SPECIAL CONDITIONS

### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of uniforms for public safety officers in conjunction with the City's needs on an as needed basis. The initial term of this contract is expected to be three (3) years from the contract signed date with two (2) additional one (1) year options for a total of five (5) years.

### 2.2 QUALIFICATIONS

All vendors that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. Must be able to embroider badges, name tapes and City Seals.
2. Must be able to hem and sew on property.
3. Must be able to produce and sew patches.

### 2.3 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org).

### 2.4 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a five (5) year period from the contract's effective date. The awarded Respondent(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not right of the awarded Respondent(s).

### 2.5 PRICING

If the Respondent is awarded a contract under this ITB solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## **2.6 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

## **2.7 METHOD OF AWARD**

Award of this contract will be made up to the two (2) lowest priced responsive, responsible bidders on a group by group basis for the following groups:

- Groups 1-3
- Group 4
- Group 5

To be considered for award by group, the bidder shall offer prices for all items within a given group. The City will then select the bidders for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

While the award will be made to multiple bidders to assure availability, the primary bidder will be given the first opportunity to perform under this contract. Award to multiple bidders is made for the convenience of the City and does not exempt the primary bidder from fulfilling its contractual obligations. Failure to perform as noted may result in the bidder being deemed in breach of contract. The City may terminate the contract for default and charge the bidder re-procurement costs, if applicable.

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid



compliance according to the requirements set forth in this ITB and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Respondent's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Respondent's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) or more Respondents selected as the most responsible, responsive Respondent meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

## 2.8 DUE DATE

All Bids are due no later than **December 17<sup>th</sup>, 2018 at 11:00 AM, EST** or any time prior thereto at the City Clerk's Office, City Hall, 8401 NW 53 Terrace, Doral, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

**Original Submittal and three (3) copies must be presented in three ring binders.** CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Respondent's name and "ITB# 2018-28 - **Public Safety Uniforms and accessories**". It is not necessary to return every page of the original solicitation document with the hard copies of the RSQ Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Sections 3.0 through Section 5.0.

Original submittal and three (3) copies must be submitted in a sealed envelope or box/container clearly marked with the ITB title. EMAILED OR FAXED bids will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Invitation to Bid must be supplied to constitute a regular submittal.

**SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.**

## **2.9 INSURANCE REQUIREMENTS**

Successful Respondent shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to **Exhibit "A"**.

**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

**The City reserves the right to require additional insurance in order to meet the full value of the scope of services.**

**At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.**

## **2.10 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may cause the proposal to be considered non-responsive.

## **2.11 INQUIRIES**

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: **ITB# 2018-28 - Public Safety Uniforms and accessories**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Respondents requiring clarification or interpretation of the ITB must submit them via email on or before 5:00 pm December 5<sup>th</sup>, 2018. The person or dealership submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in

addendum format and distributed to all potential Respondents. In addition, inquiries and responses may also be posted on the City of Doral website.

## **2.12 ATTACHED FORMS**

### **2.12.1 Non-Collusion Affidavit**

Each Contractor shall complete the Non-Collusion Affidavit and shall submit the executed form with the bid. City considers the failure of the Contractor to submit this document to be a major irregularity and shall be cause of rejection of the Bid.

By offering a submission pursuant to this Invitation to Participate, the Contractor certifies that it has not divulged, discussed or compared his/her Bid with other Contractors and has not colluded with any other Contractors or parties to this bid whatsoever. Also, the Contractor certifies, and in the case of a joint bid, each party thereto certifies, as to his/her own organization, that in connection with this Bid.

No attempt has been made or will be made by the Contractor to induce any other person or dealership to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Contractor for the purpose of doing business.

### **2.12.2 Prohibition on Contingent Fees**

As part of any Bid, the Contractor shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor to solicit or secure the agreement that may result from this ITB and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**2.12.3 Americans with Disabilities**

As part of any bid, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

**2.12.4 Compliance with Equal Employment Opportunity**

The Contractor shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants, and provisions set forth in this ITB.

**2.12.5 Public Entity Crimes**

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 to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on lease 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 in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being place on the convicted vendors list.

**2.12.6 Truth in Negotiating Certificate**

As part of any bid, the Contractor shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this ITB and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Doral, Florida.

**2.12.7 Tie Bid Forms**

Whenever two or more bids are equal with respect to price, quality, and service are received by the City, the selection committee will review the time-stamp of the submittal of the ITB to determine the earliest received ITB proposal. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

**2.13 GUARANTY**

Vendor shall warrant all products and materials to be free of defects for a period of one year from the date of final delivery. Upon completion of the one-year period, the vendor must ensure that the City is capable of utilizing the manufacturer's warranty if any issues with the equipment should arise.

**2.14 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**

The manufacturer's name and style number used are being provided for the sole purpose of establishing the minimum requirement of color, level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items or mill's cloth of equal quality, style and color, unless otherwise indicated on the Bid/Proposal Submission Form.

\_\_\_\_\_ : Product Information Sheets

\_\_\_\_\_ : Product Samples Upon Specific Request

If an "equal" product is to be considered by the City in accordance with the Bid/Proposal Submission Form, the product shall be equal in style, color, quantity and standards of performance to the item specified in the solicitation. For product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation.

If samples of all "or equal" items bid are required for evaluation, such as items are to be provided at no cost to the City. 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. Items labeled "No Substitute" on the City's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

The matching of existing uniforms color(s) to the product bid is of primary importance.

**2.15 PRE-BID CONFERENCE**

A Pre-Bid Conference will be held on **Monday, November 26<sup>th</sup>, 2018 at 11:00 a.m.** at the City of Doral Government Center Third Floor Training Room, 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. During this conference all work will be discussed. The Procurement Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the ITB.

**2.16 DELIVERY SHALL BE THIRTY (30) DAYS AFTER DATE OF ORDER**

The bidder shall make deliveries within thirty calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the City of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the City.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the City reserves the right to cancel the contract on a default basis after any back-order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the City has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs. Certain City employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

**2.17 GOODS/ SERVICES MAY BE ADDED OR DELETED**

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

## **SECTION 3.0** **SCOPE OF SERVICES**

### **Public Safety Uniforms**

#### **GROUP 1 – SHIRTS & POLOS**

All measurements unless specified as a requirement for a specific garment are intended to be approximate.

##### **3.1 Men's/ Women's Short Sleeve Zipper Style Shirt – Blauer Style #8675 or approved equal.**

- 8 oz. washable 100% fade resistant polyester with 10% stretch and wicking finish.
- Abrasion resistant, stretch nylon mesh side panels.
- Badge sling reinforced on the inside of the shirt by means of strip of shirt material 1 - 1/2" wide, stitched and folder.
- Pleated patch pockets with hook-and-loop flaps, pencil slot and secure vertical compartment behind the pocket for glasses or documents.
- Port opening on sides for microphone ear piece connection to radio.
- Zippered front with mock buttons.
- Reflective trim on pocket panels, inside cuffs and underside of rear collar.
- Center-positioned microphone/ camera tab.
- Dark Navy for Sworn, Medium Blue for Non-Sworn.

##### **3.1a Men's/ Women's Long Sleeve Zipper Style Shirt - Blauer Style #8670 or approved equal.**

- 8 oz. washable 100% fade resistant polyester with 10% stretch and wicking finish.
- Abrasion resistant, stretch nylon mesh side panels.
- Badge sling reinforced on the inside of the shirt by means of strip of shirt material 1 - 1/2" wide, stitched and folder.
- Pleated patch pockets with hook-and-loop flaps, pencil slot and secure vertical compartment behind the pocket for glasses or documents.
- Port opening on sides for microphone ear piece connection to radio.
- Zippered front with mock buttons.
- Reflective trim on pocket panels, inside cuffs and underside of rear collar.
- Center-positioned microphone/ camera tab.
- Dark Navy for Sworn, Medium Blue for Non-Sworn.

##### **3.1b Men's/ Women's Short/long Sleeve Bike Performance Polo – Blauer Style #8133/8143 or approved equal.**

- Lightweight, moisture wicking polyester pique and open polyester mesh combine.
- Colorblock design with reflective accents provides increased visibility day and night to include reflective POLICE on back of polo.
- Mesh panels on sides and under arms.
- Quarter zip design.
- Double pen pocket on left sleeve.

- Center mic/ camera tab.
- 3.1c Men's/ Women's Performance Polo – Blauer #8139 or approved equal.**
- Lightweight, moisture wicking polyester ensures breathability and quick dry.
  - Anti-microbial technology prevents odor.
  - Mesh panels on side and under arms.
  - Three button placket with durable melamine buttons.
  - Double pen pocket on left sleeve.
  - Centered mic tab.
  - Need in Dark Navy for Sworn and Red for Trainers.
- 3.1d Rapid Assault Shirt – 5.11 # 72194 or approved equal (TDU GREEN) K-9 Unit Uniforms**
- Fitted poly/cotton/spandex.
  - Large storage pockets at each shoulder.
  - Mesh panels.
  - ¼ zip front.
  - POLICE K-9 embroidered.
- 3.1e Propper System Tee # F5373 or approved equal Olive Color**
- 5 oz. 100% polyester knit.
  - Lightweight mesh venting
  - Hidden zip pocket
- 3.1f Performance Polo - 5.11 # 71049 or approved equal (TDU Green, Dark Navy & Red)**
- 6.7 oz. jersey knit polyester.
  - Dual pen pockets at left sleeve.
  - Integrated mic loop at the shoulders and chest
- 3.1g Men's/ Women's Port Authority SuperPro Oxford #L658, L659, S658, S659 or approved equal.**
- 4.6 oz., 60/40 cotton/ poly
  - Open collar on women's.
  - Button-down collar on men's.
  - Banded sleeves with two-buttons for women's short sleeves.
  - Colors: White, Oxford Blue, Black, & Navy (non-sworn).
- 3.1h Men's/ Women's Port Authority Easy Care Shirts #L508, S508, L608, S608 or approved equal.**
- 4.5 oz., 55/45 cotton/ poly.
  - Button down collar.
  - Adjustable cuffs.
  - Colors: White, Royal & Black (non-sworn).
- 3.1i Men's/ Women's Turtleneck – Blauer # 8100, # 8110 or approved equal.**



- Performance blend of cotton and lycra.
- Collar and cuff use the same fabric as the body for true color matching.
- Collar and cuffs reinforced with stretch fusible.
- Reinforced shoulder seam.
- Color: Navy

## **GROUP 2 – TROUSERS AND SHORTS**

### **3.2 Men's/ Women's Four (4) Pocket Trouser – Blauer Style # 8650 or # 8650T or approved equal.**

- 12 oz. linear twill weave polyester fabric with 10% stretch.
- Stretch waistband construction with 2 bead silicone shirt grip and double hooks
- Silicone crease retention process
- Front quarter pocket styling
- 2 hip pockets
- Strong and comfortable cotton blend pocketing
- Heavy-duty nylon fly zipper with auto-lock slider
- Split-seam tailored construction
- Thigh let-outs accommodate athletic builds
- Extra strength tandem-needle seat seam.
- Dark Navy for all.

### **3.2a Men's/ Women's Bike Shorts – Blauer Style # 8842 or approved equal.**

- FlexForce performance blend of 70% nylon, 22% polyester, and 8% spandex.
- 2 zippered high pockets with internal security pockets and pencil pocket.
- 1 zippered rear hip pocket.
- 2 quarter top pockets
- Elasticized waistband with 2 bead silicone shirt grips, front fly and snap closure.
- Heavy duty nylon zipper with auto-lock slider
- 10" inseam

### **3.2b Men's/ Women's Zip-off Bike Pants – Blauer Style # 8822 or approved equal.**

- FlexForce performance stretch fabric provides comfort and flexibility while riding.
- Removable zip-off legs for all season wear.
- Adjustable taper hem for wear on bike or over boots.
- Zippered thigh pockets with divided compartments.

### **3.2c Men's/ Women's BDU Pants – Blauer # 8831 or approved equal.**

- Supercharged 65/35 Poly/Cotton.
- Back hip pockets with angled flap and hook and loop secure.
- L-pocket with reinforced knife slot.
- Reinforced knees accommodate knee pads.

### **3.2d Stryke Pants – 5.11 # 74369 or approved equal (TDU Green)**

- 6.76 oz. Flex-tac ripstop fabric.
- Self-adjusting tunnel waistband.
- Articulated knees.
- Teflon finish.
- 12 pockets, including double-deep cargo pockets.

**3.2e Motormen/ Mounted Breeches – Dark Navy with ½” Blue Strip down leg**

- Koplan Mills, 11.5 – 12 oz./ linear yard stretch 100% textured polyester serge weave.
- 2” wide waistband with closed with a crush-proof hook and eye.
- Minimum of (7) seven belt loops on all sizes.
- Knee and seat reinforcement.

**GROUP 3 – JACKETS**

**3.3 Men’s/ Women’s Softshell Fleece Jacket - Blauer Style # 4660 Navy or approved equal.**

- Lightweight fleece-lined design.
- Water resistant finish repels rain.

**3.3a Men’s/ Women’s Windbreaker Jacket – Blauer Style # 315 Navy or approved equal.**

- Water-resistant and windproof nylon shell provides protection against the elements.
- Fully lined with lightweight, moisture-wicking brushed tricot lining.
- Duty enhancement include front zip and side opening for easy equipment access, and optional badge and mic tabs.
- Two front welt pockets.
- POLICE reflective on back side.

**GROUP 4 – HI VISIBILITY & RAIN GEAR**

**3.4 Men’s/ Women’s Traffic Vest – Blauer Style # 343 and # 343P HI VIS YELLOW or approved equal.**

- Certified ANSI 2017-2015.
- Hi-vis breathable mesh.
- Hi-contrast SCOTCHLITE stripes for day/night visibility.
- Breakaway design with hook and loop fasteners comes apart at shoulder and waist.
- 360-degree reflective coverage.
- Black POLICE lettering on front left and on back for sworn only.
- Microphone tab on both shoulders.
- Fully adjustable waist.

**3.4a Men’s/ Women’s High Visibility Raincoat – Blauer #26991 or approved equal.**

- One-ply tech-life urethane-coated 200-denier oxford nylon fabric reverses to hi-vis color.
- 2" SCOTCHLITE reflective trim on hi-vis side around chest and cuffs.
- Seams sealed with thermal tape.
- Snap-over fly front.
- Snap equipment side opening.
- POLICE on back for sworn only.

**3.4b Men's/ Women's Hi-Vis Supershell Jacket with hood – Blauer #9970 or approved equal.**

- Waterproof, windproof, breathable 3-layer GORE-TEX fabric.
- ANSI 107-2015 Type P Class 3 certified.
- 2" Scotchlite striping on torso and arms for nighttime visibility.
- Waterproof zippered cargo hand warmer pockets with flaps and hidden pencil slot.
- Side zipper opening for unrestricted access to equipment.
- Badge tab.
- Elasticized hook and loop cuffs.

**3.4c Men's/ Women's Tacshell pants – Blauer #9825z or approved equal.**

- Waterproof, windproof, and breathable B. Dry 3-layer nylon rip-stop shell fabric with stretch.
- Pleated cargo side pockets with flaps.
- Adjustable elasticized waistband.
- Adjustable zippered leg opening from knee down.
- Duty belt snap keeper loops.

## **GROUP 5 – ACCESSORIES**

**3.5 Uniform Accessories**

- Safariland Holster #7360
- Safariland Holster #7360 hi-gloss
- Smith & Wesson M-100 Handcuffs
- ASP 21" Baton black friction lock
- Bianchi nylon inner belt
- Bianchi Sam Browne belt
- Bianchi Border Patrol belt
- Bianchi basket-weave ranger command belt
- Bianchi basket-weave mag/cuff holder
- Bianchi nylon and hi-gloss duty belt
- Hi-gloss shoulder strap with gold or silver buckle
- Bianchi 4-pk belt keepers nylon and hi-gloss leather
- Bianchi single and double cuff case with snap in nylon and hi-gloss
- Bianchi universal radio holder in nylon and hi-gloss
- Bianchi baton holder in nylon and hi-gloss
- Bianchi double magazine holder in nylon and hi-gloss

- City of Doral Name bar with City Seal (silver or gold)
- City of Doral tie clip with City Seal (silver or gold)
- Black clip on tie
- Baseball Cap Navy with embroidered badge (silver or gold)- Blauer #188, #182 or approved equal.
- Rhodium Badges #B2822 City of Doral Seal - silver, gold and two-tone as needed.

**END OF SECTION 3**

**SECTION 4**  
**BID SUBMITTAL FORM**

THIS PROPOSAL IS SUBMITTED TO:

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.
  
2. Respondent accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
  
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
  - (a) Respondent has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)  
  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_
  - (b) Respondent has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

- (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent.
- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

- 4. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
- 5. Respondent understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Respondent shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 6. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Proposal shall be addressed to:

Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Telephone

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Attention:

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8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

**STATEMENT**

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY \_\_\_\_\_, 20\_\_.

Person Authorized to sign Proposal:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_ email: \_\_\_\_\_



## SECTION 5 FORMS / DELIVERABLES

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

### LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Code of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards

STATEMENT OF NO RESPONSE

ITB No. 2018-28

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE "N/A"  
ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk’s Office 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- \_\_\_\_\_ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- \_\_\_\_\_ Insufficient time to respond
- \_\_\_\_\_ We do not offer this product, service or an equivalent
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ Other (specify below)

REMARKS: \_\_\_\_\_

Solicitation Response Form

**BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.**

Name: ITB No. 2018-28  
Title: Public Safety Uniforms and Accessories  
Due Date: December 17<sup>th</sup>, 2018  
Delivery Location: City of Doral  
City Clerk's Office  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

Submitted by:

(name of company and address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**PLEASE DO NOT TAPE BELOW THIS LINE**

**For Office Use Only:**

Date and Time Received:

Received by: \_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**  
**ITB No. 2018-28**

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT**  
*(if different from address provided above):*

\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:**

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

**CONTACT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## BIDDER QUALIFICATION STATEMENT

### ITB No. 2018-28

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

**ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

1.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____
2.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____
	Yearly Budget/Cost	_____

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

**END OF SECTION**

**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)**

**ITB No. 2018-28**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE CITY STATE ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public





\_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

**NO CONTINGENCY AFFIDAVIT  
ITB No. 2018-28**

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the BIDDER that has submitted the attached Bid;
  
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
  
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

**ITB No. 2018-28**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Doral, Florida

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is:

\_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

\_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**ITB No. 2018-28**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_ whose business  
address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its  
Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had no FEIN, include the  
Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_ Or Produced Identification  
\_\_\_\_\_ Notary Public - State of \_\_\_\_\_ My Commission

Expires \_\_\_\_\_

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

**DRUG-FREE WORKPLACE PROGRAM**  
**ITB No. 2018-28**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that \_\_\_\_\_ does:

*(Name of Firm)*

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' policy of maintaining 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 conditions 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 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.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address City, State, Zip



**COPELAND ACT ANTI-KICKBACK AFFIDAVIT  
ITB No. 2018-28**

STATE OF }  
 } SS:  
 COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public

\_\_\_\_\_

(Printed Name)

My commission expires: \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**  
**ITB No. 2018-28**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
DATE



**TIE BIDS CERTIFICATION  
ITB No. 2018-28**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.12.7 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**RESPONDENT'S CERTIFICATION**  
**ITB No. 2018-28**

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF                            )  
                                          ) SS:  
COUNTY OF                        )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a Corporation existing under the laws of the State of \_\_\_\_\_, held  
on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated,  
\_\_\_\_\_, 20\_\_\_\_, to the City of Doral and this Corporation and that their execution thereof, attested by the  
Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_ a Corporation existing under the laws of  
the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_\_, to the City of Doral and this partnership and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**CERTIFICATE OF AUTHORITY  
IF JOINT VENTURE**

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of  
the \_\_\_\_\_  
\_\_\_\_\_

a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_,  
20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and is  
hereby authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_,

to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

END OF SECTION



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**END OF SECTION**

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We \_\_\_\_\_, hereby acknowledge and

Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Public Safety Uniforms and Accessories**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_  
to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

**END OF SECTION**

**EXHIBIT "A"**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

<b>A. Limits of Liability</b>	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$4,000,000

**II. Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Subcontractors' Compliance:** It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above.** City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.:

**The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.**

**ITB No. 2018-28**  
**Public Safety Uniforms and Accessories**  
**Bid Tabulation**

<b>Item No.</b>	<b>Group 1: Shirts &amp; Polos</b>	<b>Golden Nugget</b>	<b>Global Trading</b>
3.1	Men's/ Women's Short Sleeve Zipper Style Shirt – Blauer Style #8675	\$47.15	\$55.00
3.1a	Men's/ Women's Long Sleeve Zipper Style Shirt - Blauer Style #8670	\$50.79	\$59.00
3.1b	Men's/ Women's Short/long Sleeve Bike Performance Polo – Blauer Style #8133/8143	\$76.80	\$75.00
3.1c	Men's/ Women's Performance Polo – Blauer #8139	\$40.16	\$48.00
3.1d	Rapid Assault Shirt – K-9 Unit Uniforms (TDU GREEN) - 5.11 # 72194	\$68.32	\$65.00
3.1e	Tee, (Olive Color) - Propper System # F5373	\$24.99	\$25.00
3.1f	Performance Polo - (TDU Green, Dark Navy & Red) - 5.11 # 71049	\$39.99	\$45.00
3.1g	Men's/ Women's Oxford - Port Authority SuperPro # L658, L659, S658, S659.	\$22.65	\$24.00
3.1h	Men's/ Women's Easy Care Shirts - Port Authority # L508, S508, L608, S608.	\$17.32	\$22.00
3.1i	Men's/ Women's Turtleneck – Blauer # 8100, # 8110.	\$28.62	\$35.00
		<b>\$416.79</b>	<b>\$453.00</b>

<b>Item No.</b>	<b>Group 2: Trousers and Shorts</b>	<b>Golden Nugget</b>	<b>Global Trading</b>
3.2	Men's/ Women's Four (4) Pocket Trouser – Blauer Style # 8650 or # 8650T.	\$41.38	\$48.00
3.2a	Men's/ Women's Bike Shorts – Blauer Style # 8842.	\$63.36	\$77.00
3.2b	Men's/ Women's Zip-off Bike Pants – Blauer Style # 8822.	\$81.81	\$84.00
3.2c	Men's/ Women's BDU Pants – Blauer # 8831.	\$45.64	\$55.00
3.2d	Stryke Pants – 5.11 # 74369.(TDU Green)	\$68.65	\$70.00
3.2e	Motormen/ Mounted Breeches – Dark Navy with ½" Blue Strip down leg	\$152.25	\$165.00
		<b>\$453.09</b>	<b>\$499.00</b>

<b>Item No.</b>	<b>Group 3: Jackets</b>	<b>Golden Nugget</b>	<b>Global Trading</b>
3.3	Men's/ Women's Softshell Fleece Jacket - Blauer Style # 4660 Navy	\$104.91	\$114.00
3.3a	Men's/ Women's Windbreaker Jacket – Blauer Style # 315 Navy	\$50.67	\$55.00
		<b>\$155.58</b>	<b>\$169.00</b>

<b>Group 1-3: Totals</b>	<b>\$1,025.46</b>	<b>\$1,121.00</b>
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<b>Item No.</b>	<b>Group 4: HI Visibility &amp; Rain Gear</b>	<b>Golden Nugget</b>	<b>Global Trading</b>
3.4	Men's/ Women's Traffic Vest – Blauer Style # 343 and # 343P HI VIS YELLOW	\$49.77	\$60.00
3.4a	Men's/ Women's High Visibility Raincoat – Blauer #26991	\$108.11	\$110.00
3.4b	Men's/ Women's Hi-Vis Supershell Jacket with hood – Blauer #9970	\$353.40	\$284.00
3.4c	Men's/ Women's Tacshell pants – Blauer #9825z	\$202.04	\$200.00
	<b>Group 4 Total</b>	<b>\$713.32</b>	<b>\$654.00</b>

<b>Item No.</b>	<b>Group 5: Accessories</b>	<b>Golden Nugget</b>	<b>Global Trading</b>
3.5	<b>Uniform Accessories</b>		
	• Safariland Holster #7360	N/A	N/A
	• Safariland Holster #7360 hi-gloss	N/A	\$155.00
	• Smith & Wesson M-100 Handcuffs	N/A	\$40.00
	• ASP 21" Baton black friction lock	N/A	\$135.00
	• Bianchi nylon inner belt	N/A	\$30.00
	• Bianchi Sam Browne belt	N/A	\$105.00
	• Bianchi Border Patrol belt	N/A	\$135.00
	• Bianchi basket-weave ranger command belt	N/A	\$95.00
	• Bianchi basket-weave mag/cuff holder	N/A	\$90.00
	• Bianchi nylon and hi-gloss duty belt	N/A	\$75.00
	• Hi-gloss shoulder strap with gold or silver buckle	N/A	\$200.00
	• Bianchi 4-pk belt keepers nylon and hi-gloss leather	N/A	\$30.00
	• Bianchi single and double cuff case with snap in nylon and hi-gloss	N/A	\$55.00
	• Bianchi universal radio holder in nylon and hi-gloss	N/A	\$95.00
	• Bianchi baton holder in nylon and hi-gloss	N/A	\$48.00
	• Bianchi double magazine holder in nylon and hi-gloss	N/A	\$75.00
	• City of Doral Name bar with City Seal (silver or gold)	N/A	\$20.00
	• City of Doral tie clip with City Seal (silver or gold)	N/A	\$25.00
	• Black clip on tie	N/A	\$7.50
	• Baseball Cap Navy with embroidered badge (silver /gold)- Blauer #188, #182.	N/A	\$15.00

<ul style="list-style-type: none"> <li>• Rhodium Badges #B2822 City of Doral Seal - silver, gold and two-tone.</li> </ul>	N/A	\$80.00
<b>Group 5 Total</b>		<b>\$1,510.50</b>

## Exhibit "B"

### Insurance Requirements

#### I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$4,000,000

II. **Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Subcontractors' Compliance:** It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above.** City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.:

**The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2019

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

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

PRODUCER: Golden Global Insurance, 3323 NE 163 ST STE 505, NORTH MIAMI BEACH, FL 33160, MARC HAIME. CONTACT NAME: MARC HAIME, PHONE: 305-899-5125, FAX: 407-038-0689, E-MAIL: MARC@GOGLO.NET. INSURER(S) AFFORDING COVERAGE: EVANSTON INSURANCE CO, Lloyds Of London.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Property coverages.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GUISSOLA.MORALES@DORALPD.COM

CERTIFICATE HOLDER CANCELLATION

CITY OF DORAL, 6237 NW 133TH PL, DORAL, FL 33178. CITYDOR

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



**RESOLUTION No. 19-94**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2018-28 "PUBLIC SAFETY UNIFORMS AND ACCESSORIES" TO GOLD NUGGET, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH GOLDEN NUGGET, INC. FOR THE PROVISION OF PURCHASING PUBLIC SAFETY UNIFORMS AND ACCESSORIES FOR THE POLICE DEPARTMENT, NOT TO EXCEED THE ANNUAL BUDGETED AMOUNT; AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral Police Department seeks to purchase Public Safety Uniforms and Accessories; and

**WHEREAS**, on November 19, 2019, the City issued Invitation to Bid 2018-28, Public Safety Uniforms and Accessories for the Police Department, (the "ITB"), as a result of the advertisement on the City's Website and Demandstar, two (2) submittals were received and opened on December 17, 2018, with both firms meeting the required criteria; and

**WHEREAS**, Gold Nugget Inc. was found to be the lowest most responsible and responsive bidder for Groups 1-3; and

**WHEREAS**, staff has recommended the City award the ITB to a primary vendor based on the lowest responsive, responsible vendor as follows: Groups 1,2, and 3 Gold Nugget as the primary vendor and authorize the manager to negotiate and enter into an agreement with Gold Nugget for the purchase of public safety uniforms and accessories, not to exceed budgeted amount for a five (5) year term.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Award.** The ITB, for the provision of public safety uniforms and accessories for the police department, is hereby awarded to Golden Nugget pursuant to the terms specified herein.

**Section 3. Authorization.** The City Manager is authorized to negotiate and enter into agreement with Gold Nugget, subject to approval by the City Attorney as to form and legal sufficiency, to provide the Police Department with their public safety uniforms and accessories, not to exceed budgeted amount for a five (5) year term, and on such other terms and conditions as may be in the best interest of the City. The City Manager is further authorized to expend budgeted funds from Operating Supplies account 001.60005.500520 on behalf of the City with respect to the agreement approved herein.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes


PASSED AND ADOPTED this 10 day of April, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY