INVITATION FOR BID

IFB No. 08-13-14 (Re-Bid)

Polo Shirts, T-Shirts and Related Items

RESPONSES ARE DUE NO LATER THAN

Tuesday, November 19, 2013 3:00 PM (Local Time)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly be the responsibility of the Bidder. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or by any other occurrence.

Copies of this IFB Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712

Contact Person: Linda Julien
Email: ljulien@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting an **Invitation For Bid ("IFB")** to establish a contract for Polo Shirts, T-Shirts, Button Down Shirts, Windbreaker Jackets and other Apparel and Related Items. It is the intent of the City to select multiple qualified and experienced Contractors capable of providing affordable and quality apparel on an as needed basis for all City departments.

Please submit an original bid, one (1) CD and two (2) copies in response to this IFB. Bids are to be submitted in a sealed envelope bearing the name of the Bidder, and the address as well as the title of the IFB no later than 3:00 P.M. local time **Tuesday, November 19, 2013** at which time they will be opened and read in the Council Chambers by the Purchasing Director. Bids received after this time will not be considered and no time extensions will be permitted. Address your bid to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark bids:

08-13-14
Polo Shirts, T-shirts and Related Items

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

Event	Date	Time
Advertisement Date:	Oct 31, 2013	
Last Date for Receipt of Written Questions:	Nov 12, 2013	12:00 p.m.
Opening of Bids:	Nov 19, 2013	3:00 p.m.
City Council Contract Approval Date:	TBD	

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

Copies of this IFB may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 to purchase a copy for a non-refundable fee of $25.00 from the Purchasing Department, 776 N E 125th Street, North Miami, Florida 33161.

ACCEPTANCE AND REJECTIONS

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

Please be advised that the IFBs are issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in General Conditions contained in this IFB.

We look forward to your active participation in this Solicitation.

Sincerely,

Linda Julien

Linda Julien
Buyer

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All of our contract forms are fill-in able and can be found on our website at: http://www.northmiamifl.gov/business/purchasing/forms.asp.

SECTION 1
SCOPE OF SERVICES

1.1 PURPOSE:

The purpose of this Solicitation is to establish a contract for the purchase of polo shirts, t-shirts and related items in conjunction with the City's needs on an as needed basis.

1.2 PRE-PRODUCTION SAMPLES:

The Contractor shall furnish pre-production samples for approval by City representative before notice to complete delivery is given. The proof must be submitted within seven (7) days after the placement of a written order. The pre-production sample shall be furnished within the next seven days. Completed order(s) must be made within fourteen (14) calendar days of acceptance of the proof and pre-production sample.

1.3 ARTWORK:

At the time an order is issued by the City, the ordering department will advise the Contractor of the necessary images/designs and wording to be placed on the shirts (artwork). This information will be provided in the user department's most current electronic method, in many cases this will be as a jpeg file. It is incumbent on the Contractor to have the necessary expertise and or computer programs to covert the jpeg file to an image that their equipment can process. When artwork is presented in this form a onetime fee may be charged for its conversion into a format that the contractor can use. If custom artwork is provided by the City, the processing of it into a finished form may be charged on an hourly rate. An estimated number of hours necessary will be agreed to by both parties prior to the start of the work. The City shall be provided a copy of any artwork created at no additional cost.

1.4 CITY LOGOS:

The City has four (4) main logos to be used (**See Attachment A**). Contractor shall provide in their pricing, the setup cost for these logos only. When departments place orders that are using logos other than the ones indicated in Attachment "A", then the user department shall pay any set up costs to produce the new logo.

1.5 CUSTOM EMBROIDERY:

Custom embroidery shall be quoted in two parts, first being a flat price for the first 8,000 stitches up to 5 colors and then a price for every additional 1,000 stitches and additional colors. After the award, the user departments will supply the Awarded Bidder with the specific design required for each shirt.

1.6 T-SHIRTS:

T-shirts shall be constructed of lightweight material and preshrunk 50/50 blend. Both long sleeve and short sleeves shall be available.

1.6.1 COLORS

A variety of different colors and styles shall be made available.

1.7 POLOS:

The polo's shall be constructed of high quality material and 100% preshrunk light weight 50/50 blend Polo. The City currently purchases Devon & Jones polo shirts. The Bidder shall offer a brand similar or equal to in construction and quality of Devon & Jones Polo Shirts.

1.7.1 COLORS

A variety of different colors shall be made available.

1.8 BUTTON DOWN SHIRTS:

The button down shirts shall be constructed of high quality material and 100% preshrunk light weight 50/50 blend. The City currently purchases Devon & Jones polo shirts. The style numbers for the Devon and Jones shirts are D100, DG385, D140, DG105, and D440. The style numbers for the Devon and Jones jackets are D850, M740 and D700. The Bidder shall offer a brand similar or equal to in construction and quality of Devon & Jones Polo Shirts.

1.8.1 COLORS

A variety of different colors shall be made available.

1.9 WINDBREAKER JACKETS:

The windbreaker jackets shall be constructed of high quality material and 100% preshrunk light weight 50/50 blend. The Bidder shall offer a brand similar or equal to in construction and quality of Chestnut Hill Jackets. The style numbers for the Chestnut Hill Jackets are CH850, CH900, CH900W, CH910, CH950 and CH970. The Jackets are full zipped and quarter zipped and is microfiber and micro fleece.

1.9.1 COLORS

A variety of different colors shall be made available.

1.10 RELATED ITEMS:

The Awarded Bidder shall have available related items such as hats, and sweaters etc. These items shall quote via a spot market quote from the City department when needed, with a percentage off.

1.11 TERM OF CONTRACT:

A contract shall be executed after award by the City. Awarded Contractor(s) shall start the Project within ten (10) days after written Notice to Proceed. The terms of this agreement will be for three (3) years with two (2) one year renewal options.

1.12 SOLICITATION TIMETABLE:

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of this Solicitation process.

Event	Date	Time
Advertisement Date:	Oct 31, 2013	
Mandatory Pre-Solicitation Conference:	N/A	
Last Date for Receipt of Written Questions:	Nov 12, 2013	12:00p.m.
Opening of Bids:	Nov 19, 2013	3:00 p.m.
Evaluation of Bids:	TBD	
City Council Contract Approval Date:	TBD	

1.13 SOLICITATION CLARIFICATION AND INQUIRIES:

Any questions or clarifications concerning this Solicitation shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, Fax: (305) 891-1015. Direct any inquiries related to this Solicitation to Linda Julien, Buyer and submit such questions in writing to ljulien@northmiamifl.gov. Contractor(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section**.** All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

Addendum(s) will be made available on the City's webpage at www.northmiamifl.gov and it is the Bidder's sole responsibility to assure receipt of all addenda(s).

END OF SECTION 1.0

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for the purchase of polo shirts, t-shirts and related items. It is the intent of the City to select multiple qualified and experienced Bidders capable of providing affordable and quality apparel on an as needed, when needed basis for all City departments. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a bid maybe selected.

The City further seeks firms that are willing to participate in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151, City Code.

The awarded Contractor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefits Plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The awarded Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the awarded Contractor.

2.2 CONTRACTOR OBLIGATIONS:

Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

2.3 TERM OF CONTRACT:

The initial contract prices resulting from this Solicitation shall prevail for three (3) years from the contract's initial effective date, with two (2) one (1) year option to renew.

2.4 METHOD OF AWARD:

Award of a contract will be made to two (2) responsive, responsible Contractors who submit a bid on all items listed in the Solicitation and whose bid represents the lowest price when all items are added in the aggregate. The City will award to a primary and secondary Contractor. **If a Contractor fails to submit bid on all items, its overall bid will be rejected.**

We will use the average to determine the lowest Bidders, however, when ordering we will go solely by the prices provided.

2.5 PRICES:

If the Contractor is awarded a contract under this Solicitation, the prices proposed by the Contractor shall remain fixed and firm during the term of contract.

Award of this bid may be made to the two (2) lowest responsive, responsible Bidder whose bid, qualifications and references demonstrates to be the most advantageous to the City of North Miami.

2.6 SHIPPING TERMS:

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

2.7 BACK ORDER ALLOWANCE:

The City shall not allow any late deliveries attributed to product back order situations under contract. Accordingly, the Contractor is required to deliver all items to the City within the time specified in this Solicitation and resulting contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the Contractor fails to deliver the products within the time specified, the City reserves the right to cancel the order, seek the items from another Contractor.

2.8 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this Solicitation and resulting contract, contact: Linda Julien, at (305) 895-9886 email-
Ljulien@northmiamifl.gov

2.9 TIE BIDS:

In accordance with the City of North Miami Code of Ordinances Sec. 7-162, regarding identical tie bids, preference will be given to local Bidders. If none of the Bidders are local, a public drawing of lots will be held.

2.10 OTHER ITEMS:

While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the similar items. The City representative may also obtain price quotes from these vendors and purchase from them as it deems necessary.

2.11 SAMPLES:

After the City opens the bids, the Bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the City along with catalogs. If samples are required, the City will notify the Bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the Bidder's name, bid number, bid title, manufacturer's name and brand name, and

style number if applicable. If the Bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the City shall not consider the Bidder's proposal for that item(s); provided however, that in the event of a group or aggregate award, the Bidder's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of the City of North Miami.

2.12 INSURANCE:

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

- Worker's Compensation Insurance – as required by law
- Employer's Liability Insurance - $1,000,000 per occurrence
- General Liability Insurance - $1,000,000 per person and $1,000,000 per accident for bodily injury
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage

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

The successful Contractor(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the Provider Contractor or its employees, agents, servants, partners principals or subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

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

2.13 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin work, improperly perform said work, or shall neglect or refuse to work, as shall have been rejected or as being defective or unsuitable, then the City's representative may notify the Contractor to repair and replace work immediately or discontinue all work under contract.

If at any time the City's representative shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all work under contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit the contract.

2.14 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines apply to the contract. Bidders should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or vendors providing services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

2.15 SOLICITATION CONDITIONS

The City may, at its sole and absolute discretion, reject any or all Responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the Responses received as a result of this Solicitation.

The determination of the criteria and process whereby Responses are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

2.16 CONTRACTOR REGISTRATION

The awarded Contractor shall be a registered Contractor with the City for the duration of the agreement. In becoming a registered Contractor, the Bidders confirms its knowledge of and commitment to comply with the City's Procurement Ordinance No. 1244 which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.Bidders may view the city's procurement ordinance at www.northmiamifl.gov/purchasing

2.17 Attorneys' Fees

In the event of any dispute arising under or related to an agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

END OF SECTION 2.0

SECTION 3
CONTRACT FORMS

3.1 CONTRACT FORMS

The following forms must be submitted with this bid in the following order:

All contract forms must be completed (with all blanks filled in), executed and properly notarized.

Contractor Registration (if not registered)	
Form A-1	Public Entity Crimes Affidavit
Form A-2	Non- Collusive Proposal Certificate
Form A-4	Questionnaire
Form A-5	Acknowledgement of Addenda (if applicable)
Form A-7	Insurance Requirements *(Provide copies of the required Insurance)*
Form A-14	References

All of our forms can now be found on our website at: **http://www.northmiamifl.gov/business/purchasing/forms.asp. These forms are fill-in forms. Please ensure to include all applicable forms with your Solicitation documents signed and notarized as required. Emailed forms will NOT be accepted.**

Bid Form

3.2 The prices listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, set up fees for (3) three logos, insurances, etc, as necessary to ensure proper delivery of Services and product requested by the City of North Miami. The pricing of the garment is not including the embroidery. The prices for embroidery and set up fees should be placed on this bid form under "set up fees for additional logos." **Please provide a percentage/discount on any related items where applicable.**

Group 1: T Shirts							
#	Description	S (A)	M (B)	L (C)	XL (D)	XXL (E)	**Average Price** (F)
Children T-Shirts							
1	Short Sleeve (Light Weight)	$	$	$	$	$	$
2	Long Sleeve (Light Weight)	$	$	$	$	$	$
Men T-Shirts							
3	Short Sleeve (Light Weight)	$	$	$	$	$	$
4	Long Sleeve (Light Weight)	$	$	$	$	$	$
Women T-Shirts							
5	Short Sleeve (Light Weight)	$	$	$	$	$	$
6	Long Sleeve (Light Weight)	$	$	$	$	$	$
Group Average Unit Price: (The **Group Average Unit Price** is calculated using the following formula ((F1 + F2 + F3 +F4+F5+F6) / 6)							$

Group 2: Polo Shirts							
#	Description	S (A)	M (B)	L (C)	XL (D)	XXL (E)	**Average Price** (F)
Men Polo Shirts							
1	Short Sleeve (Heavy Weight)	$	$	$	$	$	$
2	Short Sleeve (Light Weight)	$	$	$	$	$	$
Women Polo Shirts							
3	Short Sleeve (Heavy Weight)	$	$	$	$	$	$
4	Short Sleeve (Light Weight)	$	$	$	$	$	$
Group Average Unit Price: (The **Group Average Unit Price** is calculated using the following formula ((F1 + F2 + F3 +F4) / 4)							$

Group 3: Button Down Shirts							
#	Description	S (A)	M (B)	L (C)	XL (D)	XXL (E)	**Average Price** (F)
Men Button Down Shirt							
1	Short Sleeve	$	$	$	$	$	$
2	Long Sleeve	$	$	$	$	$	$
Women Button Down Shirt							
3	Short Sleeve	$	$	$	$	$	$
4	Long Sleeve	$	$	$	$	$	$
Group Average Unit Price: (The **Group Average Unit Price** is calculated using the following formula ((F1 + F2 + F3 +F4) / 4)							$

Group 4: Windbreaker Jacket							
#	Description	S (A)	M (B)	L (C)	XL (D)	XXL (E)	**Average Price** (F)
Men Windbreaker Jacket							
1	Long Sleeve	$	$	$	$	$	$
Women Windbreaker Jacket							
2	Long Sleeve	$	$	$	$	$	$
Group Average Unit Price: (The **Group Average Unit Price** is calculated using the following formula ((F1 + F2) / 2)							$

#	Description	Est. Annual Qty	Group Average Unit Price	Extended Total
1	Group 1: T-Shirts	2,320	$	$
2	Group 2: Polo Shirts	350	$	$
3	Group 3: Button Down Shirts	60	$	$
4	Group 4: Windbreaker Jacket	100	$	$
			Grand Total:	**$**

Set up fees for additional logos	**$**
Flat price for the first 8,000 stitches up to 5 colors	**$**
Price for every additional 1,000 stitches & additional color	**$**
Discount/Percentage off catalog prices for additional items	**%**

Manufactures Quoted			
#	Description	Manufacture Quoted	Item#
1	Children T-Shirts (Short Sleeve)		
2	Children T-Shirts (Long Sleeve)		
3	Men T-Shirts (Short Sleeve)		
4	Men T-Shirts (Long Sleeve)		
5	Women T-Shirts (Short Sleeve)		
6	Women T-Shirts (Long Sleeve)		
7	Men Polo Shirts (Short Sleeve)		
8	Women Polo Shirts (Short Sleeve)		
9	Button Down Shirts		
10	Windbreaker Jackets		

BID SUBMITTAL FORM:
08-13-14

FEIN NO. : ____/____-____ / ____ / ____ / ____ / ____ / ____ / ____

(Bidder Federal Employer Identification Number) If none, Bidder Social Security Number.

☐ **LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 4.62 of the General Terms and Conditions of this Solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming Bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Local Preference**.

OR

☐ **WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total Workforce residing within the geographical boundaries of the City. Place a check here only if affirming Bidder meets the requirements for Workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference**.

OR

☐ **SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (**Must complete forms A-3a Statement of Intent & A-3b Participation Schedule**.) Place a check here only if affirming Bidder meets the requirements for subcontractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for subcontractorLocal Preference**.

All referenced forms can be found on the City's website at:
http://www.northmiamifl.gov/departments/purchasing/forms.asp

The undersigned Bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the Bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME:_____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

TELEPHONE NO._____**FAX NO**._____

E-MAIL _____

By signing this document the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting contract.

AUTHORIZED SIGNATURE _____ **Date** _____
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT _____

TITLE OF OFFICER _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BIDS. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

Attachment "A"

The following are the City's standard logos:

1. City of North Miami Standard logo.

The following colors are used for embroidery of the city logo:

On white or light fabric colors:
Poly-neon Madeira thread
NORTH (green) #1790
Compass points #1706
Blue text #1776

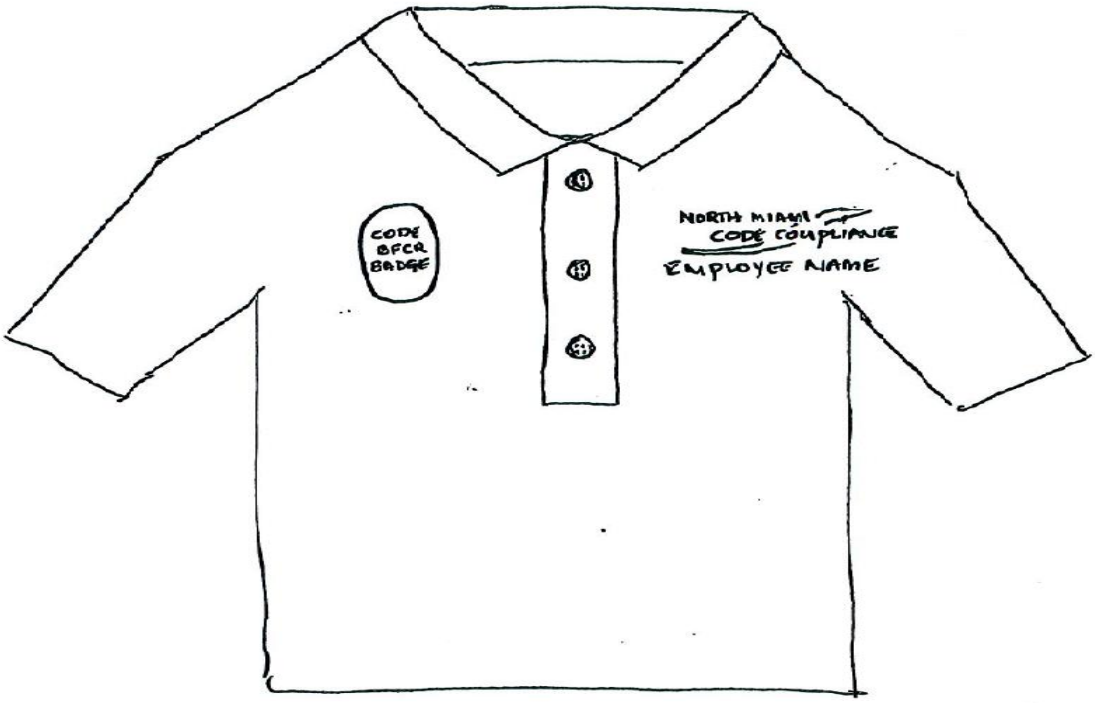
On dark fabrics (black, navy blue, dark grey, etc.) – (Reverse logo treatment)
Poly-neon Madeira thread
NORTH and compass points (lime green) #35
White
Blue text (FLORIDA) on top of white thread #1762

2. City of North Miami Police Department logo.

The following colors are used for embroidery of the Police Department logo:

White- North Miami
Red and White- Swoosh
Black Outline- Police

3. City of North Miami Code Compliance Department logo.



Please note that department names will vary.

The following are design details for Code the Compliance Badge:

Design ID: 002H60
Description: Badge
Product: Direct Embroidery
Stitch Count: 22159
Size & Shape: 2.4W x 3.6H
Placement: Right Chest
Garment Color: White 18
Fabric Type: Knit (Jersey)
Thread Color (s): Color 1 is 03 Black, Color 2 is 53, Color 3 is 20 yellow, Color 4 is 02 Royal, Color 5 is 33 Powder Blue, Color 6 is 27 Paddy Green, Color 7 is 23 Dark Tan

The following are design details for the Code Compliance logo:

Design ID: 002D1W
Description: North Miami Code
Product: Direct Embroidery Name Dropper
Stitch Count: 5584
Size & Shape: 3.6W x 1.3H
Placement: 101-Left Chest
Garment Color: White 18
Fabric Type: Knit (Jersey)
Thread Color(s): Royal 02, Red 01, Eagle Grey 85 & Black 03.

BID SUBMITTAL CHECKLIST

IFB 08-13-14
POLO SHIRTS, T-SHIRTS AND RELATED ITEMS

This checklist is provided for Bidder's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily completely include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1)	OFFICE USE ONLY
	Bid Submittal Form	
	Bid Form	
Tab/Page No.	**Section Two (2)**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-4 Questionnaire	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers	
	A-7 Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY
☐ Responsive ☐ Non-Responsive ☐ Other: _____
Comment: _____

SECTION 5
GENERAL GUIDELINES AND INFORMATION

GENERAL TERMS & CONDITIONS

5.1 CITY OVERVIEW

North Miami, Florida (pop.60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public Works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

5.2 DEFINITIONS

The following terms, phrases, words and their derivations shall have the meaning given herein:

a) '**Award**' means the acceptance of a bid, offer, or proposal by the City, pursuant to code.
b) '**Awarded Bidder'** or '**Contractor**' means the Bidder or Bidders that receive any award of contract from the City as a result of this 'Invitation to Bid'
c) '**Bidder**' means the person firm, entity or organization submitting a bid in response to this Invitation to Bid.
d) **'Solicitation'** means an Invitation to Bid, Request for Proposal, Request for Quotation or any document used to obtain bids and proposals for the purposes of entering into a contract..
e) '**Work**', '**Services**', '**Program**', '**Project**', or '**Engagement**' to mean all matters and things that will require to be done by the Awarded Bidder(s) in accordance with the scope of Work and all terms and conditions of this Invitation to Bid.

5.3 INVITATION

This Invitation for Bid is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this Invitation for Bid represent the City's anticipated needs.

5.4 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST

The *Public Entity Crime Affidavit Form*, **(Form "A-1")** attached to this Invitation for Bid, includes documentation that shall be executed by an individual authorized to bind the Bidder. Any Bidder, or any of its suppliers, Sub Contractors, or consultants who shall provide goods and services which are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Bidder or any affiliate of the Bidder has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

5.5 LOBBYING

All Bidders, their agents and proposed sub consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Invitation for Bid. Bidders, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Invitation for Bid (e.g., general information, meetings of introduction, meals, etc.). Any bid submitted by a Bidder, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Director or Contract Specialist (identified on the cover page of this Invitation for Bid) shall be the only point of contact for questions and/or clarifications concerning the Invitation for Bid, the selection process and the negotiation and award procedures.

5.6 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Purchasing may temporarily or permanently suspend Contractors from doing business with the city whenever a Contractor materially breaches its contract with the City. Any Bid submitted by a Bidder, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Bidders or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Bidder or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

5.7 POINTS OF CONTACT/ TIMETABLE FOR INQUIRES

Bidders shall contact the contract specialist, identified on the cover page of this Invitation for Bid, for all related inquiries. All Bidders' technical inquires shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

5.8 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this Invitation for Bid and any subsequent addenda issued by the City shall govern all aspects of this Invitation for Bid.

5.9 ADDENDA

If any revisions to the Invitation for Bid become necessary (other than changes to the deadline for Bid submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the Bids. The City may revise the deadline for Bid submission at any time prior to the date and time scheduled for opening the Bids. **It is the responsibility of all Bidders to ascertain whether any addenda have been issued before the Invitation for Bid deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

5.10 CANCELLATION OF THE INVITATION FOR BID

The City reserves the right to cancel this Invitation for Bid and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

5.11 BID PROTEST

If a potential Bidder protest any provisions of the Invitation for Bid documents a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the bids. A written protest is considered filed when received by the City Clerk.

Any Bidder who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, ~~f~~ shall constitute a waiver of such Bidder's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

5.12 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this Invitation for Bid. All information in the Bid shall be provided at no cost to the City.

5.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

5.14 BID SUBMISSION AND OPENING

All Bids shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Invitation for Bid. The Bid shall identify the Bid number and title specified on the cover page of this Invitation for Bid. Reference information shall also be marked on the outside of the sealed envelope, including the Bidder's return address. The City assumes no responsibility for Bids not properly marked.

The City will not accept Bids delivered after the established deadline. If the Bid is delivered after the established deadline, a Bidder shall be deemed non-responsive to the Invitation for Bid requirements.

Receipts of a Bid by any City office, receptionist or personal other than the Clerk's Office will not constitute

"delivery" as required by this Invitation for Bid. The City will not accept or consider Bids submitted via facsimile transmission. The public is welcome to attend the Bid opening.

5.15 ASSIGNMENT OF BIDS

A Bidder shall not transfer or assign its Bid to a third party following submission of a Bid to the City.

5.16 WITHDRAWL OF BID

Bidders shall withdraw their submitted Bid by notifying the City either in writing or in person through an authorized representative at any time prior to the deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Bidder. Bids, once received, become the property of the City, and will not be returned to Bidders even when they are withdrawn from consideration.

Bids, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

5.17 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders shall invoke the exemptions to disclosure provided by law, in the Bid, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. Bids will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the Bid opening, whichever is earlier.

5.18 REJECTION OF BIDS

Pursuant to Section 7-136 of the City Code the City reserves the right to reject any and all Bids for reasons including, but not limited to, the following: (1) when such rejection is in the best interests of the City; (2) if such Bid is deemed non-responsive; (3) if the Bidder is deemed non-responsible; or (4) if the Bid contains any materials irregularities. Minor irregularities contained in Bid will be waived by the City. A minor irregularity is a variation from the Invitation for Bid that does not affect the price of the contract nor does it give a Bidder an advantage or benefit not enjoyed by other Bidders and does not adversely impact the City.

5.19 CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS

This Invitation for Bid is issued pursuant to the City of North Miami Code Section 7-193 which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each Invitation for Bid after the advertisement of said Invitation for Bid. At the time of imposition of the Cone of Silence, the director of the purchasing department or designee shall provide for public notice of the Cone of Silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular Invitation for Bid shall not preclude purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-bid conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable Invitation for Bid documents. A copy of all written communications must be filed with the City Clerk.

5.20 BUSINESS ENTITY REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Bidders need not register with the City to present a bid; however, the selected Bidder(s) must register prior to award of a contract as failure to register may result in the rejection of the bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this Invitation for Bid.

5.21 SEALED BIDS:

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

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 until 3:00 p.m., local time on date due.

5.22 EXECUTION OF BID:

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

5.23 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 60 days from bid date unless otherwise specified in Special Conditions.

5.24 MISTAKES:

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

5.25 UNDERWRITERS' LABORATORIES:

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

5.26 BID'S CONDITIONS:

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

5.27 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The City may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above recycled content.

5.28 EQUIVALENTS:

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

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

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. **Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and must be included with the Bid. No bids will be considered without this data.**

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

5.29 NON-CONFORMANCE TO CONTRACT CONDITIONS:

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

5.30 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be

responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

5.31 DELIVERY:
Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an Award. Delivery shall be within the normal Working hours of the City, Monday through Friday, excluding holidays.

5.32 INTERPRETATIONS:
Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Director, 776 N.E. 125th Street, North Miami, FL 33161, facsimile or email.

5.33 BID OPENING:
Bids shall be opened and publicly read in the Council Chambers, 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Bid Form. All bids received after that time shall be returned, unopened.

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

5.35 PAYMENT:
Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. The City of North Miami complies with Florida Statue 218.70, Florida Prompt Payment Act. Prompt payment is made within forty-five (45) days of date on which proper invoicing is received for goods and services and thirty (30) business days for construction services.

5.36 DISPUTES:
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

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

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

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

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

5.40 SPECIAL CONDITIONS:
Any and all Special Conditions that may vary from these General Conditions shall have precedence.

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

5.42 INSURANCE:

Bidders are required assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all Work complies with all Dade County and City of North Miami building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of the Bid.

5.43 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

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

5.44 DEFAULT/FAILURE TO PERFORM:

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

Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

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

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

5.45 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161.

5.46 SUBSTITUTIONS:

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

5.47 FACILITIES:

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

5.48 BID TABULATIONS:

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid or may visit the City's website to view bid tabulations at www.northmiamifl.gov or Demand Star at www.demandstar.com

5.49 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of North Miami and the successful Bidder and any action shall be brought in Miami-Dade County, Florida.

5.50 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

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

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

specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

5.51 AWARD OF CONTRACT:

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

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

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

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

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

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

5.52 ASSIGNMENT:

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

5.53 LAWS, PERMITS AND REGULATIONS:

The Bidder shall obtain and pay all licenses, permits and inspection fees as may be required; and shall comply with all laws, ordinances, regulations, building code requirements applicable to the goods or services contemplated herein.

5.54 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Bidders shall sell these commodities or services certified by the Division to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

5.55 SPOT MARKET PURCHASES:

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

5.56 INCENTIVES/DISINCENTIVES:

The City of North Miami has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods or services.

5.57 NON-COLLUSION:

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

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

5.58 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take

special note of this as it relates to any proprietary information that might be included in their offer.

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

5.59 CONVICT PRODUCED MATERIAL

Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison or;
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.[53 FR 1923, Jan. 25, 1988, as amended at 58 FR 38975, July 21, 1993] Item 26. Public Agencies in Competition (e) except in the case of a concession agreement, as defined in section 710.703 of this title, no public agency shall be permitted to bid in competition or to enter into subcontracts with private Bidders.

5.60 PROJECT RECORDS

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of the awarded Bidder which relate in any way to the Project, and to any claim for additional compensation made by the Bidder, and to conduct an audit of the financial and accounting records of the Bidder which relate to the Project and to any claim for additional compensation made by the Bidder. Bidder shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the Bidder shall provide City access to its books and records upon seventy-two (72) hours written notice.

[This is relating to construction type of work and is not applicable here.

5.62 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS

The evaluation of competitive bids is subject to Section 7-151 of the City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Bidder shall affirm in writing its compliance with either of the following objective criteria as of the Bid submission date stated in the Invitation for Bid. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid submission, that is appropriate for the goods, services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or

c) A business has at least ten percent (10%) of its total Workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or

d) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project to subcontractors who are physically located within the City of North Miami.

The preference is applied during the evaluation process. Bids received from local businesses are assigned a preference of ten (10) percent of the total price**. (See Form A-3, A-3a & A-3b)**

5.63 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the successful Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any Contractor, or perform the Work with its own employees.

5.64 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate the contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful bidder(s) shall not incur any additional costs under contract. The City shall be liable only for reasonable costs incurred by the successful Bidder(s) prior to the notice of termination. The City shall be the sole judge of "reasonable cost