INVITATION FOR BID

City of North Miami Employee Uniform Rental Services
IFB No. 22-17-18

ADVERTISEMENT DATE
TUESDAY, MARCH 20, 2018

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FRIDAY, MARCH 30, 2018 BY NO LATER THAN 3:30PM (LOCAL TIME)

BID SUBMITTAL DEADLINE
THURSDAY, APRIL 19, 2018, BY NO LATER THAN 3:30 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 the responsibility of the Respondent(s). The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City’s Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Contact Person: Phillip Ford, Purchasing Department
Email: purchasing@northmiamifl.gov Phone: (305) 895-9886
The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting Bids from qualified and experienced Bidders to provide the rental of work uniforms for various City employees, as specified throughout this Solicitation.

Please submit one (1) original Bid, two (2) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable below. All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the Office of the City Clerk, located on the First Floor of City Hall. Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

“IMPORTANT, SOLICITATION ENCLOSED”
CITY OF NORTH MIAMI EMPLOYEE UNIFORM RENTAL SERVICES
IFB No. 22-17-18

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement Date:</td>
<td>Tuesday, March, 20, 2018</td>
<td>3:30pm</td>
</tr>
<tr>
<td>Deadline for Receipt of Written Questions:</td>
<td>Friday, March, 30, 2018</td>
<td>3:30pm</td>
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<tr>
<td>Deadline for Bid Submittal:</td>
<td>Thursday, April 19, 2018</td>
<td>3:30pm</td>
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<tr>
<td>City Council Contract Approval Date:</td>
<td>TBD</td>
<td></td>
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</tbody>
</table>

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

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City’s Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

ACCEPTANCE AND REJECTIONS

The City 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 Respondent(s) offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

CONE OF SILENCE ORDINANCE

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see Appendix “A” for further information).

We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade
Alberto Destrade,
Purchasing Director
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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/departments/purchasing/forms.aspx

Bid Forms

A-1  Sworn Statement Under Section 287.133(3) (a), Florida Status, on Public Entity Crimes
A-2  Non-Collusive Certificate
A-3  Local Preference Affidavit (if applicable)
A-4  Questionnaire Instructions
A-5  Acknowledgement of Addenda (if applicable)
A-6  Bidder’s Disclosure of Subcontractors and Suppliers (if applicable)
A-7  Insurance Requirements
A-14 References
1.0 INSTRUCTIONS TO RESPONDENTS /
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) “City” means the City of North Miami.
b) “City Council” means the governing body of the City
   comprised of the Mayor and City Council members.
c) “City Manager” means the Chief Executive Officer
   of the City or his designee.
d) “Contract” means a binding written agreement for
   the solicited Work and/or Services required by the
   City, including purchase orders, containing terms
   and obligations governing the relationship between
   the City and the Contractor.
e) “Contractor” means the Bidder(s) or Respondent(s)
   that receives an award of Contract or agreement
   from the City as a result of this Solicitation.
f) “Department” means a department of the City of
   North Miami, as may be designated herein.
g) “Bid” or “Proposal” or “Response” means the
documents timely remitted by Bidder or Respondent(s), in response to this Solicitation.
h) “Bidder” or “Respondent(s).” All Contractors,
consultants, organizations, Respondents or other
entities submitting a Response to this Solicitation.
i) “Project” is the total sum of all Work and Services
(as defined herein) to be performed under this
Contract.
j) “Scope of Services” or “Scope of Work” means
section 3.0 of this Solicitation, which details the
Work to be performed by the Contractor or
consultant.
k) “Solicitation” means this Invitation for Bid
document, and all associated addenda and
attachments.
l) “Subcontractors” or “Sub-consultant” to mean any
person, Respondent(s), entity or organization,
other than the employees of the Contractor, who
contracts with the Contractor to furnish labor, or
labor and material, in connection with the Services
to the City, whether directly or indirectly, on behalf
of the Contractor.
m) “Work” or “Services” means all the labor, materials,
machinery, supplies, furnishings, planning,
supervision, facilities, tools, construction services,
equipment, structures, and all things reasonably
inferable from the Contract Documents to complete
the Project.

1.2 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent
documents must be returned in order for the Bid to be
considered for award. All Bids are subject to the

conditions specified herein and on the attached Special
Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed
envelope clearly marked with the Bid Title to the
Office of the City Clerk of North Miami, City Hall,
776 N.E.125th Street, North Miami, Florida
33161-5216 by 3:30 p.m., local time on date due.

1.3 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 sixth 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.

1.4 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 the Bid shall invalidate
the Bid 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 may not be tabulated. The
original Bid conditions and specifications CANNOT be
changed or altered in any way after submitted to the
City.

1.5 INVITATION

This invitation is extended to Respondents that can
provide the requirement(s) specified herein. The
requirements presented in this Solicitation represent the City's anticipated needs.

1.6 PRICES QUOTES

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). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempts are to be made to be any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.7 TAXES:

The City is exempt from all federal excise and state taxes. The applicable tax exemption number is shown on the Purchase Order.

1.8 MISTAKES

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

1.9 UNDERWRITERS' LABORATORIES:

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

1.10 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.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City, 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.

1.12 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.

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. Equivalent items offered in the Bid MUST be accompanied by complete descriptive technical literature marked to indicate and detail conformance with specifications. THE DESCRIPTIVE TECHNICAL LITERATURE 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 incomplete and not in compliance with the specifications as listed on the attached form.

1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:

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

1.14 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.
1.15 DELIVERY:

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

1.16 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Department, at purchasing@northmiamifl.gov by no later than the date and time stipulated in the Solicitation Timetable of request for clarification.

1.17 AWARDS:

The City reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.18 BID OPENING:

Properly received and timely Responses shall be opened and publicly read in the Office of the City Clerk, located on the first floor of City Hall at 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Bid Form. A list of Respondents shall be placed on the City's website. All Bids received after that time shall be returned, unopened.

1.19 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be FOB 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 is the result of gross negligence by the City. If the materials or Services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.20 PAYMENT:

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

1.21 DISPUTES:

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

1.22 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.

1.23 PATENTS & ROYALTIES:

The Bidder, without exception, shall indemnify and hold harmless the City 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. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

1.24 OSHA:

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

1.25 SAFETY PRECAUTIONS:

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

1.26 SPECIAL CONDITIONS:

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

1.27 ANTI-DISCRIMINATION:

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
1.28QUALITY:

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

1.29LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidders are required to enter or go onto City property to deliver materials or perform Work or Services as a result of a Bid award, the successful Bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all Work complies with all Dade County and City 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.

1.30BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bonds shall be submitted with the Bid in the amount specified in Supplemental Conditions. After acceptance of Bid, the City may notify the successful Bidder to submit performance and payment bonds and certificate of insurance in the amount specified in Supplemental Conditions [not contained in this document].

The successful Bidder may be required to furnish to the City, a Performance Bond and Payment Bond for 100% of the total Bid submitted, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statue 28730935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Contractor.

1.31PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (Form "A-1") attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent(s). If the Public Entity Crime Affidavit is not submitted as part of the Respondent(s)'s Response package, is altered in any manner or is not fully completed, the Respondent(s) may be deemed non-responsive to the Solicitation requirements.

1.32PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT(S) LIST

Any Respondent(s), or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent(s) or included on the discriminatory Respondent(s) list. If the Respondent(s) or any affiliate of the Respondent(s) has been convicted of a public entity crime or has been placed on the discriminatory Respondent(s) list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent(s) or discriminatory Respondent(s) list. The Respondent(s) further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent(s) for any Work or materials furnished.

1.33LOBBYING

All Respondents, their agents and proposed Sub-consultants or Subcontractors, are hereby placed on notice that the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall not be lobbied either individually or collectively regarding this Solicitation. Respondents, 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 Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent(s), its agents and potential Sub-consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.34SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Director of Procurement 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 Respondent(s), 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 Respondents 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 Respondent(s) or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent(s) further understands and accepts that any Contract issued as a result of this Solicitation 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 Respondent(s) for any Work or material furnished.

1.35 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents’ technical inquiries 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.

1.36 ORAL REPRESENTATION

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

1.37 ADDENDA

If any Solicitation revisions become necessary, the City will post written addenda on the City’s web 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 Responses. The City may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the Responses. It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking 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 document number. All addenda placed on the Demand Star can be downloaded.

1.38 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the following apply:

A) The Contractor is determined by the City to be in breach of any of the terms and conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City. In the event the Contractor is found to be in default, the Contractor will be paid for all labor materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.

B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.

C) Funds are not available to cover the cost of the Services. The City’s obligation is contingent upon the availability of appropriate funds.

1.39 PROTEST

If a potential Respondent(s) protests 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 Respondent(s) 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 with the City Clerk, 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, shall constitute a waiver of such Respondent(s)’ right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the Clerk of the City of North Miami at 776 NE 129th 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.

1.40 CONTRACT

The selected Respondent(s) understands that this Solicitation or the Response shall not constitute a Contract with the City. No Contract is binding or official until Responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official Contract is duly executed by the parties. The selected Respondent(s) shall be required to sign a Contract which the City Manager determines to be fair, competitive and reasonable.

1.41 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 Response to this Solicitation. All information in the Response shall be provided at no cost to the City.

1.42 SUBSTITUTIONS:

The City WILL NOT accept substitute shipments of any kind. Bidder is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder’s expense.
1.43 TAX EXEMPT STATUS

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

1.44 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.

1.45 RESPONSE SUBMISSION AND OPENING

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

The City will not accept Responses delivered after the established deadline. If the Response is delivered after the established deadline, a Respondent(s) shall be deemed non-responsive to the Solicitation requirements.

Receipts of a Response by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider Responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.46 ASSIGNMENT:

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

1.47 ASSIGNMENT OF RESPONSE

A Respondent(s) shall not transfer or assign its Response to a third party following submission of a Bid to the City.

1.48 WITHDRAWAL OF RESPONSE

Respondents 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 submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent(s). Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

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

1.49 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response to the Solicitation, 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. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning Contract awards, or thirty (30) days after the Response opening, whichever is earlier.

1.50 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Responses for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;
(2) If such Bid is deemed non-responsive;
(3) If the Respondent(s) is deemed non-responsive; or
(4) If the Bid contains any material irregularities. Minor irregularities contained in Response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent(s) an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.51 FACILITIES:

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

1.52 APPLICABLE LAW AND VENUE:

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

1.53 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 Purchasing Department a request for clarification prior to the deadline for questions. 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 Purchasing Department. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. The City shall issue a
Form Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.54 REVIEW OF BID FOR RESPONSIVENESS

Each Bid will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the IFB. A responsive Bid is one which follows the requirements of the IFB, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.55 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this IFB to the City Council for final approval in accordance with the City’s Procurement Ordinance to enter into Contract negotiations. The City reserves the right to reject all Bids.

1.56 THE CITY OPTIONS

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.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Bid will be considered by the City as constituting an offer by the Respondent(s) to provide the Services described in this Solicitation.

1.57 AWARD OF AGREEMENT:

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

1.58 RESPONSE SUBMITTAL/ADDENDUMS

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

Before submitting a Bid, each Respondent(s) shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

1.59 LAWS, PERMITS AND REGULATIONS:

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

1.60 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting Contract. Contractors shall sell these commodities or Services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies’ and/or entities option.

1.61 FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic riot or civil disturbance, war of terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total numbers of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

1.62 NON-RESPONSIVE BIDS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Responses, incomplete Responses, indefinite or ambiguous Responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the...
required Work, submission of more than one Bid for the same Work from an individual, Respondent(s), joint venture, or corporation under the same or a different name, (also included for Design-Build Projects are those Bids wherein the same Engineer is identified in more than one Bid), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent(s), partnership, or corporation is on the United States Comptroller General’s List of Ineligible Design-Build for Federally Financed or Assisted Projects.

Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.63 CONE OF SILENCE

This Solicitation is issued pursuant to the City Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. 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 RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offer, 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-solicitation 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 IFB or Bid documents. A copy of all written communications must be filed with the City Clerk.

1.64 RESPONDENT(S)’S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent(s) submits with its Response a listing of all first-tier Subcontractors or Sub-consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent(s). Failure to comply with this requirement shall render the Response non-responsive. In addition, the selected Respondent(s) shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City (See “Form A-6”).

1.65 BUSINESS ENTITY / RESPONDENT(S) REGISTRATION

The City requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Bid; however, the selected Respondent(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 from our website 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 IFB.

1.66 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent(s) take exception where none is permitted, the Bid will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent(s) furnishes Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this IFB. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent(s) will accept all terms and conditions.

1.67 PROPRIETARY/ CONFIDENTIAL INFORMATION

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

Upon receipt, responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, 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. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.
1.68 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, 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 Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or

b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; and/or

c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

1.69 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent(s) shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent(s) are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.70 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.71 TRUTH IN NEGOTIATION STATEMENT

Not applicable.

1.72 LATE SUBMISSIONS

The City will not accept Bids received after opening time and encourages early submittal.

1.73 BID OPENING

Properly received and timely Responses will be announced at the Bid Opening. Responses will be opened in the Office of the City Clerk located on the First Floor of City Hall at 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.74 ATTORNEYS’ FEES

In the event of any dispute arising under or related to the 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.

1.75 CONFLICTS OF INTEREST

The City’s Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents 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 Respondents providing professional 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.

1.76 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction or installation phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.77 CONTRACTOR OBLIGATIONS

The 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.

1.80 COMMUNITY BENEFITS PLAN

The awarded Respondent(s) may be required to provide “Community Benefits Plan” which outlines, in accordance with Section 7-151 of the City's Code of Ordinances, the Respondent's proposal to incorporate local workforce initiatives as part of their Proposal. The City reserves the
right to accept and/or request modifications to the proposed Plan in accordance with the City's best interest.

The awarded Respondent(s) shall be monitored by the City to ensure compliance with the proposed local workforce training and hiring efforts agreed to by the City. Failure to comply with the agreed to Community Benefits Plan shall result in breach of contract and may lead to termination of contract by the City.

END OF SECTION
SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Bid is to establish a Contract for uniform rental services for the City of North Miami designated employees, as specified herein, from a contractor that will provide prompt and responsive service.

2.2 METHOD OF AWARD

The City intends to award this Contract to the lowest responsive and responsible Bidder whose price, experience and qualifications proves to be the most beneficial to the City.

2.3 MINIMUM QUALIFICATIONS

To be considered for award of this Solicitation, the Respondent must demonstrate that it meets the qualifications and has the experience, capacity and resources to successfully execute the services requested herein. Any Respondent that fails to meet all the following requirements may be deemed “NON-RESPONSIVE”. As part of their bid proposal, Respondent must submit documentation that demonstrates compliance with the following criteria:

a. Respondent Bidders must be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.

b. **Samples:** Samples of all clothing items proposed must be included in the Bid submittal and must be furnished by Bidder, free of charge to the City. Each individual sample must be labeled with bidder’s name, manufacturer’s brand name and garment type (i.e. men’s pants, ladies shirt). The City will not be responsible for returning samples.

c. **References:** The Respondent must provide at least two (2) references of clients for which it has performed work similar in scope to the project described in this Solicitation, within the past ten (10) years as the prime contractor. If available, such references should be for projects performed on behalf of public/government agencies located within the State of Florida. References must be submitted on contract Form A-14 listed under the Table of Contents.

**NOTE:** Please be advised that it is the sole responsibility of each Bidder to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Bidder may be deemed NON-RESPONSIVE.
2.4 **TERM OF CONTRACT**

The initial term of the Contract shall be for a three (3) year term commencing on the first calendar day of the month succeeding approval of the award by City Council.

2.5 **OPTION TO RENEW**

The City Manager or duly authorized designee reserves the sole option to renew this Contract for two (2) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the successful Bidder in accordance with the Scope of Work stated herein.

2.6 **PRICE ADJUSTMENTS**

The initial contract prices resulting from this solicitation shall prevail for a twelve (12) month period from the contract’s initial effective date. The City may consider price adjustments which would take effect annually on the anniversary of the initial effective date. The price adjustment may be upward or downward but shall not be in excess of the Consumer Price Index, for all urban consumers, all items in the Miami – Ft. Lauderdale area, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

It is the successful bidder’s responsibility to request any pricing adjustment under this provision. For any adjustment to be effective it must be submitted no less than ninety (90) days prior to the then current anniversary date/year. Any request received with less than ninety days’ notice may not be considered. If no adjustment request is received from the successful bidder, the City will assume that the successful bidder has agreed that the next year term will be without any upward price adjustment. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the successful bidder, and/or to terminate the contract with the bidder based on such price adjustments.

2.7 **INDEMNIFICATION AND INSURANCE**

**Respondents must submit with their Responses,** proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.7.1 **COMMERCIAL GENERAL LIABILITY**

With minimum limits of **$1 Million** per occurrence for bodily injury and property damage. Coverage shall be preferably written on an occurrence form, and include contractual liability, personal & advertising injury, medical expenses and products/completed operations.

2.9.2 **COMMERCIAL AUTOMOBILE LIABILITY**
With minimum limit of $1 Million, covering any auto including non-owned, hired or leased.

2.9.3 WORKER’S COMPENSATION

As required by the State of Florida with statutory limits, and Employer’s Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Manager prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City 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 an Agreement by the 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 Contractor must submit, no later than ten (10) days after award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.8 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and
Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.9 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Respondent(s) shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user Department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.9.1 CONTRACTOR INFORMATION:
- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Contractor’s Federal Identification Number on file with the State

2.9.2 CITY INFORMATION:
- City Purchase Order Number

2.9.3 PRICING INFORMATION:
- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

2.9.4 GOODS OR SERVICES PROVIDED PER CONTRACT:
- Description
- Quantity

2.9.5 DELIVERY INFORMATION:
- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, services or property

2.9.6 FAILURE TO COMPLY:
- Failure to submit invoices in the prescribed manner will delay payment.

Payment shall be made in accordance with section 218.735 of the Florida Statutes. Payment will not be made no more than once a month, unless approved by the City user Department.

2.10 WAIVER OF IRREGULARITIES

The City Manager may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will
not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Respondent(s) an advantage or benefit not enjoyed by other Respondents.

2.10.1 In no event will any such elections by the City Manager be deemed to be a waiving of the Project criteria.

2.11.2 The Respondent(s) who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

2.12.3 Respondents shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Respondent(s)’s means and methods, approach to Project, use of new products, and new uses for established products

2.11 **BID SUBMITTAL**

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

Before submitting Bid, each Bidder shall conduct all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

2.12 **CLARIFICATION AND INQUIRIES**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at purchasing@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 Bid Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents 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 and it is the Respondent(s)’s sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION
SECTION 3.0
SCOPE OF SERVICES / UNIFORM SPECIFICATIONS

3.1 SCOPE

To provide Uniform Rental Services for the City of North Miami designated employees

3.2 RENTAL

The City departments will provide the successful bidder a list of employee names, each employee's assigned location, the type and color of uniform authorized. For the purposes of this solicitation, one shirt and one pant shall be known as a set, certain uniform items are priced per unit for example, jackets. The price bid shall be inclusive of all charges including but not limited to; rental, laundering, pick-up and delivery, additional charges to the prices bid shall not be accepted.

3.3 UNIFORMS
A. TROUSERS (Men and Women)

Material - Washable permanent press, consisting of 50% polyester and 50% cotton twill, or 65% polyester and 35% cotton twill of permapress quality with soil release. Fabric weight to range between 7 1/4 oz. and 7 1/2 oz. per square yard. Full cut with shrinkage less than 2% overall.

Belt Loops - All loops, with the exception of the center back, may be inserted into and sewn with the waistband seam which shall also be of 1 3/4" minimum width. The center back loop shall be affixed in such a manner as to permit alterations. Trousers to be equipped with a minimum of seven (7) belt loops measuring not less than 3/4" X 1 3/4" and bartacked.

Pockets - Two (2) side pockets, two (2) back pockets. All pockets, waistband and fly lining to be made of permapress quality or equal. Side pockets to be a minimum 13" and back pockets a minimum of 10" measured from the top waistband. Back pockets shall have a width of not less than 5 1/2". Left back pocket shall be a button-through pocket. Pockets to be pre-stitched and sewn into the waistband seam.

Fly - Front fly must be equipped with No. 5 Talon, Conmar, Prentice or approved equal, zipper. Zippers to be heavy duty brass with double locking tab and securely sewn into trousers.

Labeling - Each garment to be identified with a permanent label that shall show size, fabric content and employee I.D. Number.

Finishing - Each garment to be trimmed, inspected, pressed and neatly folded.
Misc. - Trousers shall be fastened at waist with button. Metal fastener at waist not acceptable. Waistband to be two (2) pieces, (split curtain) to allow for alterations. Points of strain and pocket entries to be bartack reinforced. All pockets, waistband and fly lining to be of permapress quality.

Colors - Vat dyed, fade resistant, tan, navy, dark brown, black, gray, green, khaki, and charcoal.

Hems - Trousers shall be finished with hemmed bottoms (no cuffs).

Sizes - To be furnished in men’s stock waist sizes, even numbers from 28 through 54, odd numbers from 27 through 55 and women’s sizes 4 through 20. Length shall be as required. Actual sizes with trouser inseams will be determined at time of original fitting of personnel and stored in permanent vendor data file. Measurements must run true to size. Any alterations required will be made by the vendor at no additional cost to the City. City reserves the right to request exchange of sizes at no additional cost to the City.

B. SHIRTS (Men and Women)

Materials - 65% Polyester, 35% combed cotton poplin, processed so that it shall be of permapress quality. Fabric weight to range between 4 1/2 oz. to 5 1/4 oz. per square yard. Full cut with shrinkage less than 2%.

Color - White, tan, light blue, dark blue, orange, light gray, and light green.

Construction - Work shirt type so that it can be worn with collar open or closed. Standard short or long sleeves, with a minimum of 2” full facing on each side of shirt opening. Shirt to have two (2) pockets with button and matching button hole on each pocket securely bartacked at points of strain. Shirt to contain a minimum of six (6) buttons for front closure and long tail for tucking into trousers. Collar stays to be sewn in for neat appearance. Shoulder yolk to be double. All raw edges to be serged or turned and sewn. Collar to be top-stitched 1/4 inch from edge.

Sizes - Shirts to be supplied in standard sizes, small through XXXX large in colors, as required.

Labels - Labels with the employee’s name shall be sewn over the right pocket and the City logo shall be sewn over the left, with 1/2” between bottom of logo and top of pocket. The same shall apply for the employee’s name and right pocket. Labels must be furnished by the contractor and sewn over the respective pockets. A sample City Logo will be provided upon request.
3.4 SERVICE SPECIFICATIONS

Successful Bidder shall furnish a minimum of eleven (11) sets of uniforms to each employee with weekly service to include five (5) changes.

Each employee shall be furnished complete sets of new uniforms at the start of contract and subsequently at each contract anniversary year. New uniforms shall be provided within thirty (30) calendar days, when required.

All uniforms to be kept in constant repair such as the replacement of buttons and sewing of small rips. All severely damaged uniforms, as a result of normal wear and tear and/or the employee’s job requirements, shall be replaced with a new garment within seven (7) days following written notification by the City. The City shall have the sole discretion of determining uniforms that require repair and uniforms that require replacement.

Successful bidder will be required to maintain an accurate and up-to-date permanent record for each individual of all soiled uniforms picked up and laundered uniforms delivered.

Each employee’s delivery of laundered and pressed uniforms must be delivered on hangers and identified by name and number. Stained, yellowed, damaged or otherwise unacceptable uniforms will not be accepted or paid for by the City.

In the event an employee transfer results in change of color in shirt, trousers or both, the successful Bidder will furnish good comparable garments in the appropriate color at no additional cost to the City.

Vendor shall replace or issue a full credit for any items rented by the City found to be of unacceptable quality, defective, or unsuitable for intended use. Items covered by express warranty shall be governed by terms and conditions herein.

All uniform alterations required by the City shall be made by the vendor at no additional cost to the City.

Items shall be serviced on a weekly basis on scheduled uniform service days or as otherwise agreed upon by City Representative. Cost of necessary inventory required to provide sufficient quantities as indicated shall be included in price. Quantities indicated are weekly service of soiled items only.

Vendors must indicate any variances to the specifications, terms and conditions, no matter how slight. Slight variations might be acceptable. However, the City will be the sole judge as to what variations will be allowed. If variations are not stated in the bid, it shall be considered that the bid fully complies with the specifications, terms and conditions.

The City reserves the right, before making award, to require vendor to demonstrate to the complete satisfaction of the City, that it has the necessary facilities, ability, and financial resources to perform the work in a satisfactory manner, and within the time stated.

Bidder by virtue of bidding, warrants and guarantees that all materials and fabrics are first quality goods of current manufacture with no seconds or rejects being used and agrees to replace any garments wearing unsatisfactorily due to latent defects in the cloth or faulty
materials used for trimmings, pocketing, lining, etc. at no additional charge to the City. It is understood and agreed between the parties hereto that the source of supply of the material for uniforms furnished by cloth supplier will comply with the sections of the specifications relating thereto, which are made a part hereof and contractor will not change source of supply without prior approval of the City. Apparel per construction specified herein may be ordered for other personnel in colors other than as specified herein, if available. This will be ordered as required, and prices paid will be based on bid.

Vendors must not remove the original manufacturer’s label from the garment.

Unless the mill discontinues the fabric, all garments specified by the vendor in his bid shall be available to the City during the life of the contract. All production including fabric, color shade, trimmings, and construction shall equal or exceed the standards set forth in these specifications and must match the style, color, and quality of the initial order as accepted by the City. It is understood and agreed that the source of supply for materials will comply with the specifications and will not be changed without prior approval of the City.

### 3.5 MEASUREMENT

The successful bidder shall supply a skilled fitter to measure and fit all uniforms. This must be done throughout the contract period whenever a uniform is needed. All measurements and alterations necessary must be made no later than five working days after notification. Measurements shall be made on City premises. There shall be no set up cost for initial orders, replacement or damage orders or any additional orders during the contract term. Set up charges shall be included in the rental cost.

### 3.6 EMPLOYEE IDENTIFICATION MARKINGS

Shirts and pants issued shall have the employee's name and location permanently marked in an inconspicuous place to prevent theft or loss, in addition to any bar codes that the successful bidder may require.

### 3.7 DELIVERY LOCATIONS

Deliveries shall be made between the hours of 7:30 a.m. and 2:00 p.m. on a day mutually agreed upon by the successful bidder. An employee roster will be provided to the successful bidder.

**Public Works Facilities**

1. Motorpool
   1855 NE 142 Street
   North Miami, FL 33181

2. Utility Operations Center
   1815 NE 150th Street
   North Miami, FL 33181

3. Water Plant
   12098 NW 11 Ave
   North Miami, FL 33168
3.8 **LOCKERS / RECEPTACLES / BAGS**

The successful bidder shall be capable of providing employee lockers, receptacles or laundry bags from which soiled uniforms will be picked up and clean uniforms returned. Lockers shall be provided in units referred to as banks, each bank shall have a minimum of eight individual lockers. The City estimates that the vendor may need to provide ten (10) banks. Successful bidder shall insure that all lockers are locked and secure prior to leaving the area.

Some City sites provide their employees with lockers, in these cases a Master Key will be provided to the successful bidder. A lost key charge of $50.00 will be charged for each key that must be replaced. All keys shall be returned to the City and signed for by a City representative at the conclusion of the contract.

3.9 **MONITORING OF CONTRACT**

The successful bidder will be required to establish a check-in/check-out inventory system at all locations where rental items will be delivered and picked-up. The check-in/check-out form at a minimum must show the number of shirts and pants turned in by each employee and the number of pants and shirts returned by the bidder each week. A sample of the form shall be submitted to the user departments for their review and approval prior to contact commencement. The check-in/check-out form should reflect the number and type of garments picked up, repaired, additions, deletions and transfers effective the next week.

3.10 **LOST UNIFORMS**

Upon receiving notification by the City of uniform items which are lost by City employees, the Successful Bidder will be reimbursed for the lost garment at the cost of the item.

3.11 **SERVICE REQUIREMENT AND CREDITS**

Shortage on uniforms returned shall be noted to the route driver and the successful bidder shall have 24 hours to return the shortage items. **CREDIT:** If the vendor is unable to return the shortage items within the 24 hours period, **then a full week credit for that employee shall be granted.**
3.11 CONTRACT TERMINATION/RENTAL GARMENT RETURN

At the termination of the contract all rental garments will be returned to the successful bidder within six weeks. The successful bidder will provide the City with two uniform pick-ups three weeks apart. Any shortages will be reimbursed by the City at the cost shown on the contract award sheet.

END OF SECTION
SECTION 4.0

FORMS
This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The “Contact Person” listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Bidder(s): __________________________________________

Doing Business As (DBA)

   If applicable: __________________________________________

Federal Employee Identification Number (FEIN): __________________________

Mailing Address: __________________________________________

City, State, Zip Code: __________________________________________

Contact Person: __________________________________________

Title: __________________________________________

Email Address: __________________________________________

Telephone Number: __________________________________________

Fax Number: __________________________________________
1. I hereby certify that I am authorized to act on behalf of the Respondent(s), individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Bid, the Respondent(s) certifies that the Respondent(s) has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent(s), individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

4. Respondent(s) understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

______________________________  
Company Name

______________________________  
Authorized Representative (Print Name)  
Title:

______________________________  
Signature  
Date:
# Minimum Requirements

## CITY OF NORTH MIAMI EMPLOYEE UNIFORM RENTAL SERVICES

**IFB No. 22-17-18**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Check List</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.)</td>
<td>The Respondent(s) shall be licensed to do business in the State of Florida.</td>
<td>Attach Copy of Active Sunbiz.org Registration</td>
</tr>
<tr>
<td>2.)</td>
<td>Samples of all clothing items proposed must be included in the Bid submittal and must be furnished by Bidder, free of charge to the City. Each individual sample must be labeled with bidder’s name, manufacturer's brand name and garment type (i.e. men’s pants, ladies shirt).</td>
<td>Bid includes sample clothing items</td>
</tr>
<tr>
<td>3.)</td>
<td>References, at a minimum Respondent(s) must provide at least two (2) references of clients to which it has provided said Services. If available, such references should be representatives of Florida agencies to which the Respondent(s) is currently providing, or has provided, Services within the last ten (10) years.</td>
<td>Attach Copy of City Contract Form A-14</td>
</tr>
</tbody>
</table>
## PRICE PROPOSAL FORM

**CITY OF NORTH MIAMI EMPLOYEE UNIFORM RENTAL SERVICES**  
**IFB No. 22-17-18**

### BID SUBMITTAL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Service Description</th>
<th>No. of Employees</th>
<th>Unit Price per Employee</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekly Employee Uniform Rental Service – Eleven (11) Uniform Sets per Employee</td>
<td>135</td>
<td>$_________</td>
<td>$________________</td>
</tr>
</tbody>
</table>

The requested pricing below is for informational purposes only and will not be evaluated for purposes of award.

### LOST UNIFORM CHARGES (PLEASE REFER TO SECTIONS 3.10 and 3.11)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Garment Description</th>
<th>Price Per Garment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>WORK SHIRT</td>
<td>$____________</td>
</tr>
<tr>
<td>2.</td>
<td>WORK PANTS</td>
<td>$____________</td>
</tr>
</tbody>
</table>

- Respondent(s), individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

- Respondent(s) understand and agree to be bound by the conditions contained in this Solicitation and shall comply with all the requirements.

---

**Company Name**

**Authorized Company Representative (Print Name)**

**Title:**

**Signature**

**Date:**
RESPONSE SUBMITTAL CHECKLIST

CITY OF NORTH MIAMI EMPLOYEE UNIFORM RENTAL SERVICES

IFB No. 22-17-18

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 Bid 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 complete 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:

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section One (1) Appendix Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cover Page/Information Sheet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Price Proposal Form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Response Submittal Checklist</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section Two (2) City Contract Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A-1 Public Entity Crimes Affidavit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-2 Non-Collusive Bid Certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-3 Local Preference Affidavit <em>(if applicable)</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-4 Questionnaire Instructions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-5 Acknowledgement of Addenda <em>(if applicable)</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-6 Disclosure of Subcontractors &amp; Suppliers <em>(if applicable)</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-7 Insurance Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A-14 References</td>
<td></td>
</tr>
</tbody>
</table>

FOR PURCHASING OFFICE USE ONLY

☐ Responsive  ☐ Non-Responsive  ☐ Other: _____________________

Comment: _____________________
SECTION 5.0
Appendix “A”

Cone of Silence
Cone of Silence Notification

CITY OF NORTH MIAMI EMPLOYEE UNIFORM RENTAL SERVICES
IFB No. 22-17-18

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the City. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with City department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to, the City manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the City's professional staff including, but not limited to, the City manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The City manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the City manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the City manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:
(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the City;

(2) Communications with the City attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. 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 notice with the City clerk, with a 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 RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the City manager makes his or her written recommendation of award; provided, however, that if the City manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the City manager makes a subsequent written recommendation of award. If the City manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently