



## INVITATION FOR BID

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### LAW ENFORCEMENT UNIFORMS, EQUIPMENT & ACCESSORIES SERVICES

**IFB No. 01-18-19**

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**ADVERTISEMENT DATE**

THURSDAY, NOVEMBER 1, 2018

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

WEDNESDAY, NOVEMBER 7, 2018 BY NO LATER THAN 3:30PM (LOCAL TIME)

**BID SUBMITTAL DEADLINE**

FRIDAY, NOVEMBER 23, 2018, BY NO LATER THAN 3:30 PM (LOCAL TIME)

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AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> 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](http://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](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

Contact Person: Marie Charles, Purchasing Department  
Email: [purchasing@northmiamifl.gov](mailto: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 Vendors to supply Law Enforcement Uniforms, Equipment & Accessories to the City of North Miami Police Department, 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 Bids received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Bids received after said date and time will not be considered and no time extensions will be permitted. Bids must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. **Please clearly mark Bids as follows:**

**"IMPORTANT, SOLICITATION ENCLOSED"**  
**LAW ENFORCEMENT UNIFORMS, EQUIPMENT & ACCESSORIES SERVICES**  
**IFB No. 01-18-19**

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

| Event                                      | Date                        | Time   |
|--|-----------------------------|--------|
| Advertisement Date:                        | Thursday, November 1, 2018  |        |
| Deadline for Receipt of Written Questions: | Wednesday, November 7, 2018 | 3:30pm |
| Deadline for Bid Submittal:                | Friday, November 23, 2018   | 3:30pm |
| City Council Contract Approval Date:       | TBD                         |        |

*(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](http://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](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 Statute, on Public Entity Crimes |
| A-2  | Non-Collusive Certificate  |
| A-3  | Local Preference Affidavit ( <i>if applicable</i> )                                    |
| A-4  | Questionnaire Instructions   |
| A-5  | Acknowledgement of Addenda ( <i>if applicable</i> )                                    |
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| A-7  | Insurance Requirements   |
| A-14 | References   |

# SECTION 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 or Proposer or Respondent 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, as may be designated herein.
- g) "Bid" or "Response" means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.
- h) "Bidder" or "Proposer" or "Respondent." 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 Bids** (IFB) document, and all associated addenda and attachments.
- l) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, 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.

### 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 tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

### **1.7 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](mailto: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.

### **1.28 QUALITY**

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.

### **1.29 LIABILITY, 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

### **1.30 PUBLIC 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.

### **1.31 PUBLIC 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.

### **1.32 LOBBYING**

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.

### **1.33 SUSPENSION 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.

### **1.34 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](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

### **1.35 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.

### **1.36 ADDENDA**

If any Solicitation revisions become necessary, the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://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](http://www.northmiamifl.gov)) and Demand Star and by Onvia**

at [www.demandstar.com](http://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.

### **1.37 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.

### **1.38 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)'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 125<sup>th</sup> Street, 1<sup>st</sup> 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.*

### **1.39 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.

### **1.40 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.

### **1.41 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.

### **1.42 TAX EXEMPT STATUS**

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

### **1.43 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.

### **1.44 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.

### **1.45 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.

### **1.46 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.

#### **1.47 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.

#### **1.48 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.

#### **1.49 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.

#### **1.50 FACILITIES**

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

#### **1.51 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.

#### **1.52 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.

#### **1.53 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.

#### **1.54 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.

#### **1.55 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.

### **1.56AWARD 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.

### **1.57RESPONSE 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.

### **1.58LAWS, 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.

### **1.59OPTIONAL 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.

### **1.60FORCE 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.

### **1.61NON-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-Builder 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.

### **1.62CONE 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.

### **1.63 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").

### **1.64 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 (*revised 7/09*) from our website at [www.northmiamifi.gov](http://www.northmiamifi.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.

### **1.65 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) furnish the 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.

### **1.66 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.

### **1.67 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.

### **1.68 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.

### **1.69 MODIFICATIONS OF RESPONSE**

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

**1.70 LATE SUBMISSIONS**

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

**1.71 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.

**1.72 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.

**1.73 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.

**1.74 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.

**1.75 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.

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting Bids from qualified and experienced Vendors to supply Law Enforcement Uniforms, Equipment & Accessories to the City of North Miami Police Department, as specified throughout this Solicitation.

### **2.2 METHOD OF AWARD**

The City intends to award this Contract to the lowest responsive and responsible Vendor 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. It is important that the vendor who is awarded the contract, has a store with sufficient inventory and that the store’s location is easily accessible and within proximity of the North Miami Police Department. **A store with sufficient inventory is required since the Police Department is unable to buy in bulk and store items in the police building.**
- c. **References:** The Respondent must provide at least two (2) references that are similar to this type of contract, which the City may contact. Only one Reference may be used for services rendered to the City of North Miami. 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 one (1) 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 year. The 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 Services stated herein.

## **2.6 PRICE ADJUSTMENTS**

Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider price increase not-to-exceed the applicable Bureau of Labor Statistics CPI-U index or 3%, whichever is less.

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 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).

## **2.8 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED**

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 services 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 Services which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

### **2.8.1 VENDOR INFORMATION:**

- The name of the business organization as specified on the Contract between City and Vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with the State

2.8.2 CITY INFORMATION:

- City Purchase Order Number

2.8.3 PRICING INFORMATION:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

2.8.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.8.5 DELIVERY INFORMATION:

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

2.8.6 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.

**2.9 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.

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

**2.9.2** 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.

**2.9.3** 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

**2.10 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.

## 2.11 **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](mailto: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 PRICE PROPOSAL

Respondents must fill out all line items below and the cost per unit and total cost.

| ITEM | PRODUCT/ MANUFACTURER/<br>BRAND                        | COMPARABLE<br>PRODUCT | QTY | PRICE PER<br>UNIT | TOTAL<br>PRICE |
|------|--|-----------------------|-----|-------------------|----------------|
| 1    | Steller 8' Boot #1268951-001                           |                       | 70  | \$                | \$             |
| 2    | Bianchi Universal Radio Holder<br>#BIA 18520           |                       | 40  | \$                | \$             |
| 3    | Green Police Safety Traffic<br>Vest #SAFE2ANGNPOL      |                       | 70  | \$                | \$             |
| 4    | S&W M100 Nickle Handcuffs<br>#SM1350103                |                       | 45  | \$                | \$             |
| 5    | 21" Friction Lock Expandable<br>ASP Baton #ASP52411    |                       | 45  | \$                | \$             |
| 6    | Bianchi Nylon Double Mag<br>Pouch #BIA25333            |                       | 50  | \$                | \$             |
| 7    | Bianchi Nylon Cuff Case<br>#BIA23013                   |                       | 50  | \$                | \$             |
| 8    | Bianchi Nylon Mace Pouch<br>#BIA18205                  |                       | 50  | \$                | \$             |
| 9    | Bianchi Nylon Expandable<br>Baton Pouch #BIA24016      |                       | 50  | \$                | \$             |
| 10   | Bianchi Nylon Duty Belt<br>#BIA17383                   |                       | 50  | \$                | \$             |
| 11   | Bianchi Nylon Inner Belt<br>#BIA17708                  |                       | 50  | \$                | \$             |
| 12   | Ripp Hobble H-100                                      |                       | 50  | \$                | \$             |
| 13   | FEC Reversible Raincoat<br>w/POLICE #77120             |                       | 40  | \$                | \$             |
| 14   | FEC Raincoat Hood #7160                                |                       | 40  | \$                | \$             |
| 15   | Safariland ALS Holster<br>#6360STX w/o Light           |                       | 60  | \$                | \$             |
| 16   | Hi-Gloss Duty Belt 2.25" #DUT<br>1031                  |                       | 35  | \$                | \$             |
| 17   | Hi-Gloss Hand Cuff Case<br>#BOS5517-2                  |                       | 35  | \$                | \$             |
| 18   | Hi-Gloss Shoulder Strap with<br>Silver Buckle #GOUH99  |                       | 40  | \$                | \$             |
| 19   | Hi-Gloss Belt Keepers with<br>Silver Snaps #BOS5456-2  |                       | 50  | \$                | \$             |
| 20   | Hi-Gloss Mid Ride Holster<br>#DUT7337                  |                       | 40  | \$                | \$             |
| 21   | Velcro Inner Belt #BOS6630                             |                       | 40  | \$                | \$             |
| 22   | 5.11 Black Tac-Light Pants<br>#511-74273               |                       | 40  | \$                | \$             |
| 23   | Serpa STRIKE Plate<br>#BLA38CL63BK                     |                       | 40  | \$                | \$             |
| 24   | Truspec 24/7 BDU Pants<br>#ATL1064                     |                       | 50  | \$                | \$             |
| 25   | Truspec 24/7 BDU Shirts<br>#ATL1059                    |                       | 50  | \$                | \$             |
| 26   | Under Armour TAC OD Green<br>Patrol Pants #1265491-390 |                       | 50  | \$                | \$             |

|                    |   |  |    |    |    |
|--------------------|---|--|----|----|----|
| 27                 | Under Armour TAC OD Green Combat Shirts #1257695-390    |  | 50 | \$ | \$ |
| 28                 | Under Armour Balaclava Hood #1257995-001                |  | 35 | \$ | \$ |
| 29                 | Under Armour Women's Combat Shirt #1242383              |  | 35 | \$ | \$ |
| 30                 | Pointblank RD-20 Black Outer Carrier Molle POINOS6MOOBV |  | 40 | \$ | \$ |
| 31                 | Pro-Tec Ballistic Shin Guards #Protech PRO1220H         |  | 50 | \$ | \$ |
| 32                 | Glock Model 22 .40 Cal. Pistol w/NS & 3 MAGS            |  | 35 | \$ | \$ |
| 33                 | Blauer Hi-Vis Rain Jacket w/POLICE #26950 (Motors)      |  | 35 | \$ | \$ |
| 34                 | Blauer Hi-Vis Rain Pants #9134 (Motors)                 |  | 35 | \$ | \$ |
| 35                 | Smith Optics Black Goggles with CL/GY #ESS740-0504      |  | 35 | \$ | \$ |
| 36                 | Pistol Cleaning Kit .40 Cal. #OUT96418                  |  | 25 | \$ | \$ |
| 37                 | Gunslick Ultra Gun Care Kit .22 Cal. #GUN62008          |  | 25 | \$ | \$ |
| 38                 | ARC 5.56 Advanced Polymer M4/M-16 Magazines ARCL001CBK  |  | 40 | \$ | \$ |
| 39                 | Blauer Stretch Bike Shorts #BLAU8842 Navy               |  | 30 | \$ | \$ |
| 40                 | CQC Serpa Holster #BLA410500BKR                         |  | 50 | \$ | \$ |
| 41                 | S.W.A.T. Pin Rhodium Blackinton VHBSWAT                 |  | 30 | \$ | \$ |
| 42                 | Streamlight Pro-Tac HL LED Flashlight #STR88040         |  | 60 | \$ | \$ |
| 43                 | Bates Hi-Gloss Shoes #BAT0942                           |  | 60 | \$ | \$ |
| 44                 | 5.11 ATAC 8" SideZip Boots #511-12001                   |  | 40 | \$ | \$ |
| 45                 | Blauer Stretch Bike Shirt W/POLICE #BLAU8133POL         |  | 35 | \$ | \$ |
| 46                 | Blauer Stretch TAC Long Pants #BLAU8823W                |  | 35 | \$ | \$ |
| 47                 | CQB/Emergency Rescue Belt #3BLA41CQ01BK                 |  | 20 | \$ | \$ |
| <b>GRAND TOTAL</b> |   |  |    |    | \$ |

- 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.

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Company Name

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Authorized Company Representative (Print Name)

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Title:

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Signature

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Date:



## **SECTION 4.0**

### **BID FORMS**



**COVER PAGE & CONTACT PERSON INFORMATION**

**LAW ENFORCEMENT UNIFORMS,  
EQUIPMENT & ACCESSORIES SERVICES**

**IFB No. 01-18-19**

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.

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Company Name

---

Authorized Representative (Print Name)

---

Title:

---

Signature

---

Date:



**MINIMUM REQUIREMENTS**

**LAW ENFORCEMENT UNIFORMS,  
EQUIPMENT & ACCESSORY SERVICES**

**IFB No. 01-18-19**

| #   | Description  | Check List   |
|-----|--|--|
| 1.) | Respondent Bidders must be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.  | <b>Attach Copy of Active Sunbiz.org Registration</b><br><br><input data-bbox="1166 701 1242 764" type="checkbox"/> |
| 2.) | It is important that the vendor who is awarded the contract, has a store with sufficient inventory and that the store's location is easily accessible and within proximity of the North Miami Police Department. <b>A store with sufficient inventory is required since the Police Department is unable to buy in bulk and store items in the police building.</b> | <input data-bbox="1170 894 1247 957" type="checkbox"/>   |
| 3.) | The Respondent must provide at least two (2) references that are similar to this type of contract, which the City may contact. Only one Reference may be used for services rendered to the City of North Miami. References must be submitted on contract Form A-14 listed under the Table of Contents.   | <b>Attach Copy of City Contract Form A-14</b><br><br><input data-bbox="1166 1226 1242 1289" type="checkbox"/>      |



**SUBMITTAL CHECKLIST**

**LAW ENFORCEMENT UNIFORMS,  
EQUIPMENT & ACCESSORIES SERVICES  
IFB No. 01-18-19**

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: \_\_\_\_\_

| Tab/Page No. | Section One (1) Appendix Forms                                      | OFFICE USE ONLY |
|--------------|---|-----------------|
|              | Cover Page/Information Sheet  |                 |
|              | Minimum Requirements  |                 |
|              | Price Proposal Form   |                 |
|              | Response Submittal Checklist  |                 |
| Tab/Page No. | Section Two (2) City Contract Forms                                 | OFFICE USE ONLY |
|              | A-1 Public Entity Crimes Affidavit                                  |                 |
|              | A-2 Non- Collusive Bid Certificate                                  |                 |
|              | A-3 Local Preference Affidavit <i>(if applicable)</i>               |                 |
|              | A-4 Questionnaire Instructions                                      |                 |
|              | A-5 Acknowledgement of Addenda <i>(if applicable)</i>               |                 |
|              | A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i> |                 |
|              | A-7 Insurance Requirements  |                 |
|              | A-14 References   |                 |

|                                       |   |                                       |
|---------------------------------------|---|---------------------------------------|
| <b>FOR PURCHASING OFFICE USE ONLY</b> |   |                                       |
| <input type="checkbox"/> Responsive   | <input type="checkbox"/> Non-Responsive | <input type="checkbox"/> Other: _____ |
| Comment: _____                        |   |                                       |
|                                       |   |                                       |





**APPENDIX "A"**

**CONE OF SILENCE**

# CONE OF SILENCE NOTIFICATION

## **LAW ENFORCEMENT UNIFORMS, EQUIPMENT & ACCESSORIES SERVICES**

**IFB No. 01-18-19**

### 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**