



**Hallandale Beach**  
PROGRESS. INNOVATION. OPPORTUNITY.

**CONTRACT DOCUMENTS**

**AND**

**TECHNICAL SPECIFICATIONS**

**FOR**

**BID #FY2012-2013-008**  
**POLICE DEPARTMENT UNIFORMS PURCHASE**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
PROCUREMENT DEPARTMENT  
HALLANDALE BEACH POLICE DEPARTMENT**

**TABLE OF CONTENTS**

	CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS – COVER PAGE	1
	TABLE OF CONTENTS	2
	NOTICE TO PROSPECTIVE PROPOSERS	3
	CONTRACT TERM	4
	ESTIMATED BUDGET	4
	BID DOCUMENTS DOWNLOAD INSTRUCTIONS	5
	UNABLE TO SUBMIT A RESPOND	6
	LIST OF ADMINISTRATORS	7
	NOTICE TO BIDDERS	8
	MEDIA ADVERTISEMENT	9-10
	BID TENTATIVE SCHEDULE	11
	CITY OF HALLANDALE BEACH INVITATION TO BID TERMS AND CONDITIONS	12-25
00100.	INSTRUCTIONS TO BIDDERS	26-31
00200.	DEFINITIONS	32-34
00900.	ADDENDA AND MODIFICATIONS	35
	TECHNICAL SPECIFICATIONS	36-58
	SCHEDULED OF BIDDER'S PRICE	59-62
	VARIANCES	63
	FORMS	64
	DOMESTIC PARTNERSHIP CERTIFICATION FORM	65-66
00130.	DRUG FREE WORKPLACE FORM	67
00300.	BID/TENDER FORM	68-70
00320.	PUBLIC ENTITY CRIME FORM	71
00400.	SUPPLEMENT TO BID/TENDER FORM	72-77
00310.	BID BOND	78
	SAMPLE FORM CONTRACT	79-100

**NOTICES TO PROSPECTIVE PROPOSERS**

**RESPONSES ARE DUE: MONDAY, JULY 15, 2013 BY NO LATER THAN 11:00 A.M.**

**Submittal:**

1. Firms are to submit responses on a thumb drive that is searchable in adobe format. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" process to read the data/information, **please make sure** that the thumb drive is tested before submission. **Provide two (2) thumb drives with your firm's submittal.**
2. Hardcopy (paper) submittal of **bid guaranty in an amount equal to five Percent (5%) of total project cost your firm is proposing.**

a) Bid Guarantee/Bond. Each proposer must provide with the submission a Bid Guarantee/Bond in the form of a Certified Check, or Cashier's Check, or Bid Bond in the amount of 5% of the total project cost your firm is proposing payable to the City of Hallandale Beach.

b) A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter.

3. **One (1) original hardcopy (paper form) of the Scheduled of Bid Price Sheets on pages 59 through page 62 of Bid solicitation.**

The bid package must contain and include all bid pages. Remember to sign, notarize, and attest all required pages.

**BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES. BIDS MUST BE MAILED OR HAND DELIVERED TO:**

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK'S DEPARTMENT – EXECUTIVE OFFICES</b>
<b>400 S. FEDERAL HIGHWAY – 2<sup>ND</sup> FLOOR</b>
<b>HALLANDALE BEACH, FLORIDA 33009</b>
<b>BID # FY 2012-2013-008: POLICE DEPARTMENT UNIFORMS PURCHASE</b>

**NOTE: Failure to comply with all items stated in the Bid may be cause for rejection of the Proposal.**

---

**Local Vendor Preference is applicable to this Bid project see page 13-14 item #3.**

**Questions:** Any questions are to be submitted via email to [jwiggins@cohb.org](mailto:jwiggins@cohb.org). Last date for receipt of questions by no later than **Friday, July 5, 2013 by 11:00 am.**

**MANDATORY PRE-BID CONFERENCE:** PRE-BID CONFERENCE TO BE HELD **MONDAY, JULY 1, 2013 AT 11:00 AM,** CITY HALL COMMISSION CHAMBERS.

**ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY. IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID SUBMISSION WILL NOT BE ACCEPTED.**

**PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY PRE-BID CONFERENCE.**

**CONTRACT TERM:**

The initial contract period shall be for three (3) years, commencing upon award by the City Commission. There are two (2) yearly renewals terms which are contingent upon satisfactory services being provided and available funding.

**Contract may be cancelled within thirty (30) days with a written notice. Your firm's bid submission shall be valid until such time as City Commission awards a contract as a result of this bid.**

**CONTRACT PRICE:**

**No price increase will be accepted during the initial Contract period of one (1) year.**

**PRICE ADJUSTMENTS:**

**The Contract will allow up to a 2% percent increase for each renewal.**

Vendor to submit Labor Rates applicable to this Contract to Hallandale Beach Police designee for any renewal year, as requested by the City.

**SAMPLE FORM CONTRACT:**

The City's Form Contract is attached as part of this solicitation. The Vendor's submission of a Bid response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor.

**CONTRACT FOR EXECUTION:**

Attached to this bid is the agreement that contains the terms and conditions that the awarded Contractor must be able to abide by and execute upon award of this contract. The legal terms and conditions will bind the awarded Contractor for all of the years under Contract.

**ESTIMATED BUDGET FOR THIS PROJECT IS \$41,619 ANNUALLY**

**RETURN COMPLETE CITY BID PACKAGE FORMS AS FOLLOWS:**

- DOMESTIC PARTNERSHIP CERTIFICATION FORM
- DRUG FREE WORKPLACE FORM
- BID TENDER FORM
- SCHEDULE OF BIDDER'S PRICES
- PUBLIC ENTITY CRIME FORM
- SUPPLEMENT TO BID/TENDER FORM

**BID DOCUMENTS DOWNLOAD INSTRUCTIONS:**

The City of Hallandale Beach Procurement Department prefers that the BID # FY2012-2013-008 Police Department Uniforms Purchase be obtained through the City of Hallandale Beach Website at [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

For questions regarding this solicitation email the Procurement Department at [General\\_Services\\_Office@hallandalebeachfl.gov](mailto:General_Services_Office@hallandalebeachfl.gov) or fax written requests to (954) 457-1342.

WE \_\_\_\_\_ HAVE RECEIVED THE BID  
(COMPANY NAME)

WE ARE UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS:


**COMPLETE INFORMATION BELOW:**

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: (    )	
EMAIL ADDRESS:	
<b>RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:</b>	
<b>CITY OF HALLANDALE BEACH</b>	
<b>PROCUREMENT DEPARTMENT</b>	
<b>400 SOUTH FEDERAL HIGHWAY, ROOM 242</b>	
<b>HALLANDALE BEACH, FL 33009</b>	
<b>BID #FY 2012-2013-008 POLICE DEPARTMENT UNIFORMS PURCHASE</b>	

**LIST OF ADMINISTRATORS AND DEPARTMENT LIAISONS**

<b>1.</b>	<b>CITY MANAGER</b>
	<b>Renee C. Miller, City Manager</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1300</b>
<b>2.</b>	<b>HALLANDALE BEACH, CHIEF OF POLICE</b>
	<b>Dwayne Flournoy</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954) 457-1411</b>
<b>3.</b>	<b>PROCUREMENT DIRECTOR</b>
	<b>Andrea Lues</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1332 (OR)</b>
<b>4.</b>	<b>SENIOR PROCUREMENT SPECIALIST</b>
	<b>Joann Wiggins</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, Florida 33009</b>
	<b>(954)457-1331</b>
<b>5.</b>	<b>HALLANDALE BEACH POLICE, MAJOR</b>
	<b>Ken Cowley</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, FL 33009</b>
	<b>(954)457-1434</b>
<b>6.</b>	<b>HALLANDALE BEACH POLICE, CAPTAIN</b>
	<b>Sonia Quinones</b>
	<b>400 S. Federal Highway</b>
	<b>Hallandale Beach, FL 33009</b>
	<b>(954) 457-1666</b>

---

**NOTICE TO BIDDERS**

Seeking qualified and experience firms to provide sealed bids for purchase and supply of **POLICE DEPARTMENT UNIFORMS PURCHASE CONTRACT FOR BID #FY2012-2013-008.**

**Bid Submissions will be received by the City Clerk Office's Department, Executive Offices, 400 South Federal Highway, 2<sup>nd</sup> Floor, Hallandale Beach, Florida, 33009 for the City of Hallandale Beach, until 11:00 A.M., MONDAY, JULY 1, 2013. Bids will be publicly opened in the City Commission Chambers or other designated area, at City Hall, 400 South Federal Highway, Hallandale Beach, Florida, 33009.**

**Firms must be advised that this Bid solicitation includes the following criteria as specified in the Bid package.**

- Local Vendor Preference
- Small Business Enterprise (SBE) Business Utilization Plan
- Domestic Partnership Certification Form

The City of Hallandale Beach reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids.

**END OF SECTION**



---

**0010. MEDIA ADVERTISEMENT**  
**LEGAL CLASSIFIED ADVERTISING**  
**NEWS/SUN-SENTINEL**  
**333 S.W. 12TH AVENUE**  
**DEERFIELD BEACH, FL 33442**

Please insert the following Legal Notification in the Friday, June 21, 2013 issue of the NEWS/SUN-SENTINEL. Send certified copy of insertion to the City of Hallandale Beach, Procurement Department.

**CITY OF HALLANDALE BEACH**  
**400 SOUTH FEDERAL HIGHWAY**  
**HALLANDALE BEACH, FL 33009**  
**NOTICE TO BID**  
**BID #FY2012-2013-008: POLICE DEPARTMENT UNIFORMS PURCHASE**

---

**SCOPE OF SERVICES:** Seeking qualified and experienced firms for the purchase and supply of Police Department Uniforms.

Estimated Annual Budget for this project is \$41,619 ANNUALLY

**TO OBTAIN SPECIFICATIONS:** Bids may be obtained through the City of Hallandale Beach Website at [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

**BID BOND:** Each bid must be accompanied by a bid guaranty in an amount equal to five percent (5%) of bid total amount your company is responding to.

**MANDATORY PRE-BID CONFERENCE: THERE WILL BE (1) MANDATORY PRE-BID CONFERENCE SCHEDULED MONDAY, JULY 1, 2013 AT 11:00 AM AT CITY OF HALLANDALE BEACH, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, CITY COMMISSION CHAMBERS, HALLANDALE BEACH, FL 33009. YOU MUST ATTEND AND SIGN IN AT THIS MEETING FOR YOUR BID TO BE ACCEPTED.**

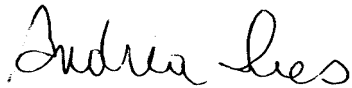
**PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY PRE-BID MEETING.**

**QUESTIONS: ANY QUESTIONS ARE TO BE SUBMITTED VIA EMAIL TO [JWIGGINS@COHB.ORG](mailto:JWIGGINS@COHB.ORG). LAST DATE FOR RECEIPT OF QUESTIONS BY NO LATER THAN FRIDAY, JULY 5, 2013 BY 11:00 AM**

**DUE DATE/TIME: MONDAY, JULY 15, 2013 TIME: NO LATER THAN 11:00 A.M.** Late submittals will not be accepted or considered.

The City of Hallandale Beach, Florida reserves the right to waive any informality in any response and to reject any or all responses.

**NOTE:** ALL PROSPECTIVE RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE CITY OF HALLANDALE BEACH STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON.

A handwritten signature in cursive script that reads "Andrea Lues".

THIS 18TH DAY OF JUNE, 2013  
LUES, ANDREA, PROCUREMENT DIRECTOR

**BID TENTATIVE SCHEDULE**

**THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.**

<b>SUBMIT AD TO SUN SENTINEL</b>	<b>TUESDAY, JUNE 18, 2013</b>
<b>BID ADVERTISING DATE</b>	<b>FRIDAY, JUNE 21, 2013</b>
<b>BID DOCUMENT RELEASED</b>	<b>FRIDAY, JUNE 21, 2013</b>
<b>MANDATORY PRE-BID CONFERENCE</b>	<b>MONDAY, JULY 1, 2013 AT <u>11:00 AM</u></b>
<b>QUESTIONS</b>	<b>WILL BE ANSWERED AT THE MANDATORY PRE- BID CONFERENCE SCHEDULED ON <u>MONDAY, JULY 1, 2013</u> <u>AT 11:00 AM</u></b>
<b>LAST DATE FOR RECEIPT OF QUESTIONS</b>	<b>FRIDAY, JULY 5, 2013</b>
<b>BID DEADLINE FOR RECEIPT OF PROPOSALS</b>	<b>MONDAY, JULY 15, 2013 BY NO LATER THAN <u>11:00 AM</u></b>
<b>CONTRACT AWARD BY CITY COMMISSION – ESTIMATED</b>	<b>WEDNESDAY, AUGUST 21, 2013</b>
<b>PROJECT START DATE – ESTIMATED</b>	<b>N/A</b>

**END OF SECTION**

---

## **CITY OF HALLANDALE BEACH INVITATION TO BID**

**NOTICE TO BIDDER:** SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED CITY BID FORMS. BIDS WILL BE PUBLICLY OPENED IN THE DESIGNATED LOCATION AT CITY HALL, IN THE PRESENCE OF BIDDERS AND CITY OFFICIALS. ALL BIDDERS AND THE PUBLIC ARE INVITED AND ENCOURAGED TO ATTEND THE BID OPENING. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE CITY COMMISSION FOR AWARD OF BID AT A COMMISSION MEETING.

**PURPOSE OF BID:** THE CITY OF HALLANDALE BEACH INTENDS TO SECURE A SOURCE OF SUPPLY FOR ITEM(S) OR SERVICES(S) AT THE LOWEST PRICE AND IN BEST INTEREST OF THE CITY. PROMPT AND CONVENIENT SERVICE AND SHIPMENT BY THE SUPPLIER TO THE CIT IS REQUIRED. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR TERMINATION OF CONTRACT. THE CITY RESERVES THE RIGHT TO MAKE AN AWARD TO THE SUPPLIER WHERE THE PRODUCT MEETS THE SPECIFICATIONS, TERMS AND CONDITIONS AND WHERE THE BID IS CONSIDERED TO BEST SERVE THE CITY'S INTEREST.

### **1. SUBMISSION AND RECEIPT OF BIDS:**

- Bids to receive consideration, must be received on or prior to the specified time and date of opening, as designated in the bid
- Unless otherwise specified, bidders **MUST** use the proposal form(s) or format furnished by the City, failure to do so may be cause for rejection of bid. Removal of any part of the bid items may invalidate bid.
- Proposal having any erasure or corrections **MUST** be initialed by the bidder in INK. Bids shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
- **MANDATORY PRE-BID MEETING IS SCHEDULED FOR MONDAY, JULY 1, 2013 AT 11:00 A.M., AT CITY OF HALLANDALE BEACH, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, CITY COMMISSION CHAMBERS, HALLANDALE BEACH, FL 33009.**
- **PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY PRE-BID MEETING.**

### **2. BIDDERS MUST SUBMIT:**

- **BIDDERS ARE TO SUBMIT RESPONSES ON A THUMB DRIVE THAT IS SEARCHABLE IN ADOBE FORMAT. IN ORDER TO ASCERTAIN THAT THE BID PROPOSAL INFORMATION PROVIDED ON THE THUMB DRIVE CONTAINS**

**DATA THAT ALLOWS THE REVIEWER TO PERFORM AN "EDIT" "FIND" PROCESS TO READ THE DATA/INFORMATION, PLEASE MAKE SURE THAT THE THUMB DRIVE IS TESTED BEFORE SUBMISSION. PROVIDE TWO (2) THUMB DRIVES WITH YOUR BIDDER'S SUBMITTAL.**

- **ONE (1) ORIGINAL HARDCOPY (PAPER FORM) OF THE SCHEDULED OF BID PRICE SHEETS ON PAGES 59 THROUGH 62 OF BID SOLICITATION.**
- **ONE (1) ORIGINAL HARDCOPY (PAPER FORM) OF THE FIVE (5%) BID GUARANTEE BOND.**

**THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.**

<b>ALL SUBMISSIONS ARE TO:</b>
<b>CITY OF HALLANDALE BEACH</b>
<b>CITY CLERK'S DEPARTMENT EXECUTIVE OFFICES</b>
<b>400 S. FEDERAL HIGHWAY, 2<sup>ND</sup> FLOOR</b>
<b>HALLANDALE BEACH, FLORIDA 33009</b>
<b>TITLED: BID # FY 2012-2013-008:</b>
<b>POLICE DEPARTMENT UNIFORMS PURCHASE CONTRACT</b>

- **DATE/TIME OF BID OPENING: PLAINLY MARK ON THE OUTSIDE OF THE ENVELOPE, THE BID NUMBER, ITEM IDENTIFICATION AND TIME AND DATE OF BID OPENING.**
- **IT WILL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE CITY CLERK, CITY OF HALLANDALE BEACH ON OR BEFORE MONDAY, JULY 15, 2013 @ 11:00 AM.**

### **3. LOCAL CITY OF HALLANDALE BEACH VENDOR**

Applicability of the Local City of Hallandale Beach Business Preference is in accordance with Ordinance 2013-03. If your firm is utilizing this preference your firm must clearly state which Tier it is applying to the Bid and it must be clearly provided with the response.

A Tier 1 "local City of Hallandale Beach vendor" shall mean a resident which has a valid Homestead from Broward County Property Appraiser's in the City's limits and the resident owns a business within the City limits with a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased.

The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date, The business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said

physical address. Proof of business tax license must be submitted with response to the solicitation. Proof of the homestead must be submitted with the response to the solicitation. The homestead shall have been issued by the County at least one (1) year prior to the bid or proposal due date.

A Tier 2 "local City of Hallandale vendor" shall mean a business within the City limits that has a valid business tax license issued by the City that authorizes the business to do business in the City and that authorizes the business to provide the goods, services or construction to be purchased. The valid business tax license shall have been issued by the City at least one (1) year prior to the bid or proposal due date, the business must have a physical address located within the City limits. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of business tax license must be submitted with response to the solicitation.

A Tier 3 "local City of Hallandale vendor" shall mean a resident which has a valid homestead from Broward County Property Appraiser's in the City's limits at least one (1) year prior to the bid or proposal due date. Proof of homestead must be submitted with the response to the solicitation. Additionally, the resident owns a business outside of the City limits. The valid business tax license shall have been issued at least one (1) year prior to the bid or proposal due date. Post office boxes shall not be utilized for the purpose of establishing said physical address. Proof of the business tax license must be submitted with response to the solicitation.

Applicability of the Local City of Hallandale Beach Business Preference is in accordance with Ordinance No. 2013-03.

#### **4. DOMESTIC PARTNER BENEFITS REQUIREMENT**

A requirement for the City of Hallandale Beach contractors to provide equal benefits for Domestic Partners. A Domestic Partner Benefits Requirement is a requirement for Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses. All firms must complete and provide with their responses the Domestic Partnership Certification Form.

##### **Equal Benefits Requirements**

As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify by providing the Domestic Partnership Certification Form, that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The Domestic Partnership Certification Form shall be signed by an authorized officer of the Contractor and submitted with the solicitation response. Failure to provide the Domestic Partnership Certification Form shall result in a Contractor being deemed non-responsive.

## **Contracts**

Every Contract, unless otherwise exempt as per the section below, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

## **Exception and waiver**

The provision of this section shall not apply where:

- a. The contractor provides benefits neither to employees' spouses nor spouse's dependents.
- b. The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- c. The contractor is a governmental entity.
- d. The contract is for the sale or lease of property.
- e. The covered contract is necessary to respond to an emergency.
- f. The provision of this section would violate grant requirements, the laws, rules or regulations of federal or state law.
- g. The city commission waives compliance of this section in the best interests of the city, including but not limited to, the following circumstances:
  - 1. Where only one (1) solicitation response is received.
  - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this section.

---

## 5. TAX SAVINGS DIRECT PURCHASES

The City of Hallandale Beach is recognized by the State of Florida as being exempt from state sales tax and use tax and is therefore, qualified for an exemption from Florida and all other state sales taxes on the purchase of tangible personal property if certain criteria are met. The City may realize savings of sales tax on selected material and equipment needed for use in public works contracts. Public works contracts are projects for public use or enjoyment, financed and owned by the City, in which private firms install tangible property that becomes part of a City facility. See Rule 12A-1.094 and Section 212.08(6) Florida Statutes. The City will implement the DPTSP for projects of \$1 million or above.

## 6. CONE OF SILENCE:

- (a) Purpose. A cone of silence shall be applicable to all requests for proposal (RFP), invitations to bid (ITB), RFLI, or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than fifty thousand (\$50,000) dollars, unless otherwise exempted in this section.
- (b) Definition. The term "cone of silence" means a prohibition on:
- (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the City's staff including, but not limited to, the City Manager and his/her staff;
  - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefor;
  - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and city commission and their respective staff.
- (c) Exemptions. Notwithstanding the foregoing, the cone of silence shall not apply to:
- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and City purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - (2) Duly noticed pre-bid/proposal conferences and site inspections;
  - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the City manager presents his/her written recommendation to City Commission;



- 
- (4) Emergency procurements;
  - (5) Communications with the City Attorney;
  - (6) Sole source procurements;
  - (7) Those purchases that are exempted from competitive requirements in accordance with Code of Ordinances, Section 23-7
  - (8) Bid waivers;
  - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
  - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
  - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
  - (12) Contract negotiations that occur after an award; and
  - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff.
- (d) Procedure.
- (1) Imposition. A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
  - (2) Termination; City Commission awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be re-imposed until such time as the matter is brought back before the city commission for further deliberation. In the event the city commission decides to reject all bids, then the cone of silence shall be lifted.
  - (3) City Manager awarding authority. Except as otherwise provided herein, the cone of silence shall terminate at the time the originating department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.
- (e) Penalties. Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist

---

or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred (\$500.00) dollar fine per violation and debarment.

**7. SMALL BUSINESS ENTERPRISE (SBE) BUSINESS UTILIZATION PLAN**

A business that is currently certified under the Broward County Small Business Enterprise program, pursuant to Chapter 20, Article XIV, Code of Metropolitan Broward County. The City encourages all who respond to this RFP to utilize or make good faith efforts to utilize SBE Firms that are certified under the Broward County SBE program. Small Business Enterprise means Broward County's SBE program to encourage local small businesses to do business with Broward County. For more Information on the SBE Program or to apply in person, qualified small business owners should call the County's Office of Economic and Small Business Development at 954-357-6400 for an appointment.

**8. PUBLIC BID DISCLOSURE ACT:**

FLORIDA STATUE CHAPTER 218.80: City's permits or fees, including, but not limited to all license fees, permits fees, impact fees, or inspection fees, payable by the contractor to the City are as follows: NOT REQUIRED FOR THIS PROJECT.

**9. WARRANTIES FOR USAGE:**

Whenever a bid is sought, seeking a source of supply for a specified period of time for materials or services, the quantities or usage shown are ESTIMATED ONLY. No guarantee or warranty is given or implied by the City as to the total amount that MAY OR MAY NOT be purchased from any resulting contract(s). These quantities are for bidders information ONLY and will be used for tabulation and presentation or bid and the City reserves the right to increase or decrease quantities as required.

**10. BIDS ACCEPTANCE PERIOD:**

Bidder warrants by virtue of bidding the prices, terms and conditions quoted in the bid, bid will remain firm and valid until such time as City Commission awards a contract as a result of this bid.

**11. BID PROTEST PERIOD:**

**Protests**

Any party may present a written protest about the award of a contract as a result of an RFP, RFQ or Bid to the Director of Procurement Department. Emergency procurements, purchases for goods, supplies, equipment, and services, the estimated cost of which does not exceed \$50,000.00, are not subject to protests.

**Time for Protest**

The submission of a protest about the award of a contract, as a result of an RFP, RFQ or Bid, to the Director of Procurement Department must be made no later than (10) calendar days of approval of a contract by City Commission.

---

**Form and Content of Protest**

The protest shall be filed in writing with the Director of Procurement and shall state the contested information about the RFP, RFQ or Bid.

Procurement Department will provide a copy of the written protest to the City Attorney and other appropriate City staff.

**Protest Filing Fee**

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City of Hallandale Beach in an amount equal to one percent of the contract value, which resulted from an RFP, RFQ or Bid, but no greater than \$5,000.00. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Director of Procurement and or the City Commission, the filing fee shall be refunded to the protestor less any costs assessed under section "Costs" below.

**Costs**

All costs accrued from a protest shall be assumed by the protestor.

**Authority to resolve protests**

The Director of Procurement Department shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve any written protest within thirty (30) days after receipt of the written protest.

**Special Magistrate**

In the event the protest is not resolved by the Director of Procurement Department, a hearing shall be scheduled by the City before a special magistrate selected by the City, who shall only determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the Director of Procurement Department ' finding are arbitrary, capricious, or an abuse of discretion. Any hearing shall be limited to two (2) hours per side, unless the special magistrate rules otherwise. This requirement is a jurisdictional prerequisite to the institution of any civil action regarding the same subject matter.

**12. DELIVERY POINT: (NOT APPLICABLE) CITY STAFF WILL PICK UP**

All items shall be delivered F.O.B. destination (i.e., at a specific City of Hallandale Beach address), and delivery costs (if any) will be included in the bid price. Failure to do so may be cause for rejection of the bid.

**13. PAYMENT (TERMS):**

Payment will be made ONLY after receipt and acceptance of materials/services.

**14. BRAND NAMES:**

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quantity of materials ONLY. Since the City does not wish to exclude other competition and equal brands or

makes, the phrases "OR APPROVED EQUAL" is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the sole judge concerning the merits of bids submitted.

**15. SAMPLES AND DEMONSTRATIONS:**

Evidence in the form of samples may be requested when required if brand is other than specified. Such samples are to be furnished after the date of the bid opening only, upon requested by City, unless otherwise stated in the bid forms. If samples shall be requested, such samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, upon written request will within thirty (30) days of bid award be returned at the bidders expense.

**16. QUALITY:**

All materials for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be NEW. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

**17. ACCEPTANCE OF MATERIAL:**

The item(s) delivered under this proposal shall remain the property of the seller until physical inspection and actual usage of the item(s) and/or services are made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with the specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product(s) to the seller at the seller's expense.

**18. VARIATIONS TO THE SPECIFICATIONS:**

For purposes of evaluation, bidder MUST indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

**19. DELIVERY:**

Time will be of essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation, if supply of Uniforms is not made at the time specified on the bid proposal form.

**20. DEFAULT PROVISION:**

In case of default by the successful bidder contractor, the City of Hallandale Beach may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

**21. PRICING:**

Prices shall be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid UNIT PRICE quoted will govern.

**22. MANUFACTURE'S WARRANTIES:**

All bidders shall provide manufacture's warranty on labor and materials prior to award. Such warranty will indicate time period of guarantee. In addition to manufacturer's warranty, bidders will also provide their own warranty on labor and materials.

**23. COPYRIGHTS AND/OR PATENT RIGHTS:**

Bidder warrants that there has been no violation of copyrights and/or patent rights in the manufacturing producing of selling the goods, shipped or ordered, as a result of this bid and the seller agrees to hold the purchaser harmless from any and all liability, loss, or expense occasioned by any such violation.

**24. SAFETY STANDARDS:**

The bidder warrants that the service and products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract.

**25. TRENCH SAFETY ACT: (NOT APPLICABLE)**

Bidders must be in compliance with requirements as outlined per Florida Statutes Chapter 553.60 through 553.64, if applicable to this project.

**26. TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasury Department I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Beach Purchase Order. Exemption Certificate provided on request.

**27. FAILURE TO QUOTE:**

If you do not quote, please return the form, "UNABLE TO SUBMIT A BID", stating thereon and request that your name be retained on the City mailing list, otherwise, your name may be removed from the City bid mailing list.

**28. MANUFACTURER'S CERTIFICATION:**

The City of Hallandale Beach reserves the right to request from bidders, separate manufacturer certificate of all statements made in the proposal.

**29. SIGNED BID CONSIDERED AN OFFER:**

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful bidder or contractor, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

**30. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The bidder shall be liable for any damage or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of a contract as a result of the bid.

**31. RESERVATION FOR REJECTION AND AWARD:**

The City of Hallandale Beach, reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re bids the required materials. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice.

**32. PROCESSING OF RESPONSES TO BIDS AND PROPOSALS:**

Sealed Bids or Proposals by the City of Hallandale Beach shall be opened, evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, and any City Administrative Policies. No company and/or firm may discuss procurement for goods or services with members of the City Commission per City Administrative Policy #2019.004/R12 – Purchasing Procedures, City Municipal Code of Ordinances and City Charter. Failure to comply may be cause for rejection of the proposal.

**33. PUBLIC RECORDS:**

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the

material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

**34. LOBBYIST REGISTRATION:**

**Registration:**

Every lobbyist shall file the registration with the City Clerk's office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City Commission.

**Annual registration:**

Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on city matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

**35. SILENCE OF SPECIFICATIONS:**

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

**36. BID ATTACHMENTS:**

A bid response to an Invitation-To-Bid, which has attached a condition of sale or any other attachments, which alters the specifications, conditions, term or makes it subordinate, may be cause for rejection.

**37. INSURANCE REQUIREMENTS FORM CONTRACT:**

**ARTICLE 5: PAGES 83 THROUGH PAGES 87**

**38. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

---

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

**39. SCRUTINIZED COMPANIES**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the company awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum.



**40. ENCLOSURES/ATTACHMENT REQUIREMENTS:**

✓	<b>ONE (1) COMPLETE SET OF GENERAL INSTRUCTIONS</b>
✓	<b>DRUG-FREE WORKPLACE FORM</b>
✓	<b>BID/TENDER FORM</b>
✓	<b>SCHEDULE OF BID PRICES</b>
✓	<b>PUBLIC ENTITY CRIME FORM</b>
✓	<b>SUPPLEMENT TO BID/TENDER FORM</b>
✓	<b>TECHNICAL SPECIFICATIONS</b>
✓	<b>FORM CONTRACT – INCLUDING INSURANCE REQUIREMENTS</b>

**41. BID GUARANTEE AND BOND REQUIREMENTS:**

a) Bid Guarantee/Bond. Each proposer must provide with the submission a Bid Guarantee/Bond in the form of a Certified Check, or Cashier's Check, or Bid Bond in the amount of 5% of the total project cost your firm is proposing payable to the City of Hallandale Beach.

b) A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter.

---

**00100     INSTRUCTIONS TO BIDDER**

1. **General:** The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These instructions have equal force and weight with other portions of the Bid Project Document and strict compliance is required with all the provisions contained herein.
2. **Purpose:** The City of Hallandale Beach, Florida (City) is seeking Bids from qualified and experienced firms for the purchase and supply of Police Department Uniforms.
3. **Scope of Work:** The purchase and supply work set forth within these bid documents includes the furnishing of all labor, materials, services and incidentals for the Police Department Uniforms.
4. **Scheduled of Work Hours:** Proposer must have facility in the area open from Monday-Friday from 8:00 am to 6:00 pm (5 days per week); holidays excluded. Hours are subject to change with thirty (30) days written notices as required by City.
5. **Location of Work:** Proposer must have permanent business location in the (Broward and Miami-Dade) area.
6. **BACKGROUND INFORMATION:**
  - 6.1. **Additional Information:** The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 35,000. The City's fiscal year begins October 1<sup>st</sup> and ends September 30<sup>th</sup>.
7. **Examination of Bid Project Document and Site:** It is the responsibility of each Bidder before submitting a Bid, to:
  - 7.1. Examine the Bid Project Document thoroughly,
  - 7.2. Visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,
  - 7.3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,
  - 7.4. Study and carefully correlate Bidder's observations with the Bid Project Document, and
  - 7.5. Notify City of all conflicts, errors or discrepancies in the Bid Project Document.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception the

---

Bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences of procedures of construction as may be indicated or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

8. **Interpretations:** All questions about the meaning or intent of the Bid Project Document are to be directed to the City. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by City as having received the Bidding Documents.
9. **Submitting Bids:** All bids must be received at the City of Hallandale Beach, City Clerk's Department – Executive Offices, 400 South Federal Highway, 2<sup>nd</sup> Floor, Room 239, Hallandale Beach, Florida 33009, before the time and date specified for bid opening, enclosed in a sealed envelope, legibly marked on the outside.
10. **Printed Form of Bid:** All bids must be made upon the blank bid tender form attached hereto and should give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.
11. **Bid Guaranty:** All bids shall be accompanied by either a bid bond executed by a Surety company meeting the qualifications for Surety companies by form of certified check or cashier's check, or Bid Bond in an amount equal to 5 percent (5%) of the total bid price, payable to the City of Hallandale Beach. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED VALID BID GUARANTY. Guaranty of the successful Bidder shall be forfeited to the City of Hallandale Beach not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Insurance Certificate, or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

**Qualification of Surety:** For projects of \$500,000.00 or less, the City may accept a Bid Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying should be submitted with the Bid Bond.

More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.

- 
- 12. Acceptance or Rejection of Proposals:** The City reserves the right to reject any or all bids. Reasonable efforts will be made to promptly award the Contract after bid opening date. A Bidder may withdraw his/her bid in writing to: City of Hallandale Beach, Procurement Department, 400 South Federal Highway, Room 242; Hallandale Beach, Florida 33009. **ATTENTION: BID #2012-2013-008 WITHDRAWAL.**
- 13. Time for Executing Contract and Providing Required Documentation:** Any Bidder whose bid is accepted shall execute the contract and furnish the required Certificate(s) of Insurance within the time specified. Upon the failure of the Bidder to execute the Contract and provide the required Certificate(s) of Insurance within five (5) calendar days the Bidder shall pay to the City the sum of \$500.00 for each calendar day beyond the time specified as liquidated damages.
- By execution of the Contract, Contractor agrees that said amount of liquidated damages shall be set forth in a change order and deducted from the first partial payment made to the Contractor for the work done under the Contract.
- If the Bidder fails to execute the contract and furnish the required Certificate(s) of Insurance by the time specified, the Bidder shall forfeit the Bid Guaranty.
- 14. Determination of Award:** Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the contract shall be awarded by the City to the responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the City determines to be in its own best interests depending upon whichever is applicable to the particular bid. The Contract may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and the City's regulations, the more stringent regulations concerning the determination for award shall apply.
- 15. Price:** The price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees and applicable taxes, necessary or proper for the completion of the work except as may be otherwise expressly provided in the Bid Project Document.
- 16. Availability of Funds:** The obligation of the City of Hallandale Beach under the award/contract is subject to the availability of funds in accordance with the annual budget.
- 17. Contract Price:** Prices are requested for items listed on the Schedule of Bid Prices. No price increase will be accepted during the initial Contract year.
- 18. Price Adjustments:**  
**The Contract will allow up to a 2% percent increase for each renewal.**

---

Vendor to submit Labor Rates applicable to this Contract to Hallandale Beach Police designee for any renewal year, as requested by the City

**19. Contractor Response Time for Each Discipline on Schedule of Bidder's Prices:**  
Not applicable.

**20. Contract Term:**

Contract may be cancelled by the City of Hallandale Beach within thirty (30) days with a written notice.

**21. Time Frame for completion of Project Phases:**  
Not applicable.

**22. Postponement of Date for Presenting and Opening of Bids:** The City reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven days written notice of any such postponement to each prospective Bidder.

**23. Qualifications of Bidders:** Bids shall be considered only from firms normally engaged in performing the type of work specified within the Bid Project Document. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City.

In determining a Bidder's responsibility and ability to perform the contract, the City has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Bidder.

**At the time of submitting the bid, Bidder must be in compliance with Chapter 9 of the Broward County Code of Ordinances and the laws of the State of Florida as they relate to Certificates of Competency.**

**Each Bidder should submit with the bid a copy of his or her Certificate of Competency and/or state registration. If your firm does not have the certificate of competency please access the Broward County Ordinances link and click Chapter 9 for requirements.**

**<http://www.municode.com/resources/gateway.asp?pid=10288&sid=9>**

The Director of the Procurement Department shall determine whether the evidence of bidder responsiveness is satisfactory and will make awards only when such evidence is deemed satisfactory.

The City of Hallandale Beach reserves the right to reject bids when evidence indicates Bidder's inability to perform the contract.

---

**24. Addenda and Modifications:** All addenda and other modifications to the documents made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Bid Project Document. City shall make reasonable efforts to issue addenda within seven days prior to bid opening.

If any addenda are issued, the City will attempt to notify prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage:  
[www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications).

It is the Bidder's responsibility to check the website or contact the Procurement Department prior to the proposal submittal deadline to ensure that the Bidder has a complete bid package.

**25. Occupational Health and Safety: (Not Applicable)** The Contractor and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

The Contractor shall designate a responsible member of his or her organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City Engineer.

Until acceptance of the work by the City, it shall be under the charge and in care of the Contractor and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work.

The Contractor shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

- 26. Retainage: (Not Applicable)** Retainage is applicable to Construction Contracts Only. The Contractor agrees that ten percent (10%) of monies earned by Contractor shall be retained by City until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, City shall retain five percent (5%) of monies earned by Contractor.

The City may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City or Contractor.

- 27. Vendor Note:** State of Florida Divisions of Corporation (Sunbiz). If the company president does not sign the (Bid) Contract, there must be a Secretary's Certificate Form provided to the City of Hallandale Beach, Florida indicating designee signing has the authority to sign.

All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this agreement, without regard to Florida's conflict of law's principles. Trial by jury is hereby waived by the parties.

**END OF SECTION**

**00200. DEFINITIONS:**

1. Definitions: Whenever the following terms or pronouns in place of them appear in the Bid Documents, the intent and meaning shall be interpreted as follows:
2. As Built: or record drawings are the official graphic representation of the construction project depicting the work as it was constructed.
3. Bid Takeoff: The final estimate, tabulation, or worksheet prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price.
4. Bidder: Any individual, firm, qualified joint venture or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
5. Bond: A bid, performance, or payment guarantee issued by and, on the form provided by the CITY (where applicable), written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida, with a rating by AM Best Company of "A" or better, "Class V".
6. Change Order: A written document ordering a change in the Contract Price or Contract Time or a Material Change in the Work.
7. CITY or Owner: City of Hallandale Beach, Florida, a Municipal Corporation which is a party hereto and for which this Contract is to be performed. In all respects hereunder, CITY'S performance is pursuant to CITY'S capacity as the owner of a construction project. (In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Contract.)
8. City Commission: The City Commission of the City of Hallandale Beach, Florida, its successors and assigns.
9. City Engineer: The City Engineer or designee employed full time by the City and assigned to specific aspects of the project
10. Claim: Any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, extension of contract time, property, or services made to any employee, officer, or agent of the CITY, or to any contractor, grantee, or other recipient if any portion of the money, time extension, property, or services requested or demanded was or will be issued from, or was provided by the CITY.
11. Consultant: To be determined on a project basis.



- 
12. Contract: The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages, and the General Conditions of the Contract.
  13. Contract Administrator: The City Engineer or Designee expressly designated as Contract Administrator in writing by the Director of Public Works, Utilities and Engineering.
  14. Contract Documents: The Bid Documents including drawings (plans) and specifications, the Notice for Bids, Addenda, if any, to the Bid Project Document, the Bid Tender Form, the record of the award by the City, the Performance Bond and Payment Bond, the Notice of Award, the Notice to Proceed, the Notice to Proceed with the Work, the Purchase Order, Change Orders, Field Orders, Supplemental Instructions, and any additional documents the submission of which is required by this Bid Documents and the Contract are the documents which are collectively referred to as the Contract Documents.
  15. Contract Price: The original amount established in the bid submittal and award by the City, as may be amended by Change Order.
  16. Contract Time: The original time between commencement and completion, including any milestone dates thereof, established in Article 2 of the Contract, as may be amended by Change Order.
  17. CONTRACTOR: The person, firm, qualified joint venture, or corporation with whom the City of Hallandale Beach has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of CONTRACTOR shall be deemed to be a reference to CONTRACTOR.
  18. Final Completion: The date certified by CITY ENGINEER that any documents and all required by the Contract Documents have been received by CITY ENGINEER; any other documents required to be provided by CONTRACTOR have been received by CITY ENGINEER; and to the best of CITY ENGINEER's knowledge, information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
  19. Notice To Proceed: Written notice to CONTRACTOR authorizing the commencement of work as provided for by the Contract.
  20. Plans and/or Drawings: The official graphic representations of this Project, which are a part of the Bid Documents.
  21. Project: The construction project described in the Contract Documents, including the Work described therein.
  22. Project Initiation Date: The date upon which the Contract Time commences.

- 
23. Small Business Enterprise: Broward County's SBE program to encourage local small businesses to do business with Broward County. For more information on the SBE Program or to apply in person, qualified small business owners should call the County's Office of Economic and Small Business Development at 954-357-6400 for an appointment.
  24. Schedule of Bid Prices: A listing of elements, systems, items, Acceptance Testing and Training, or other subdivisions of the work, establishing a value for each, the total, of which equals the contract sum. The Schedule of Bid Prices establishes the cash flow for the Project.
  25. Subcontractor: A person, firm, qualified joint venture, or corporation having a direct contract with CONTRACTOR including one who furnishes material systems, or assemblies worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
  26. Substantial Completion: The date certified by CITY ENGINEER when all the Work is sufficiently complete in accordance with the Contract Documents so the Project is available for beneficial occupancy by CITY.
  27. Surety: The surety company or person which is bound by the performance bond and payment bond with and for CONTRACTOR who is primarily liable, and which surety company or person is responsible for CONTRACTOR's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
  28. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR's obligations. The Work may constitute the whole or a part of the Project.

**END OF SECTION**

**00900. ADDENDA AND MODIFICATIONS:**

If any addenda are issued, the City will attempt to notify prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage: [www.cohb.org/Bidnotifications](http://www.cohb.org/Bidnotifications). It is the Bidder's responsibility to check the website or contact the Procurement Department prior to the proposal submittal deadline to ensure that the Bidder has a complete bid package.

---

**TECHNICAL SPECIFICATIONS**  
**SCOPE OF SERVICES:**

The City of Hallandale Beach, Florida (City) is seeking Bids from qualified and experienced firms for the purchase and supply of Police Department Uniforms. The selected vendor shall provide uniforms manufactured to City specifications, and stock inventory in sufficient sizes and quantities to fill orders within fourteen (14) calendar days after receiving purchase orders from the City's Police Department. Non-standard size uniforms should be delivered to the City of Hallandale Beach within thirty (30) days after receiving purchase orders from the City's Police Department. Vendor shall be required to perform initial measurements, fittings and alterations of uniforms for all personnel. Also vendor is required to schedule periodic fittings and alterations as necessary. All uniforms will be purchased "as required". All invoices will reflect employee name, type clothing and accessories (insignia's, etc).

Firm must have at least three (3) years of continuous experience providing the type of services requested in this Bid. Provide a copy of your firm's Sunbiz to verify this information. The City will require the 3 years of experience to be met by reviewing the firm's incorporation "date filed" date by month and year.

This information will be verified through Sunbiz, <http://www.sunbiz.org/search.html>.

The Police Department and Project Liaison will make the responsibility determination. The City has the right to conduct further investigation of the firm's responsibility. The unreasonable failure of bidder or firm to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for determination of non-responsibility with respect to such bidder or firm.

**Years of experience requested are intended to establish if the respondent is capable to provide the services and scope solicited.**

Proposer shall provide a copy of the Florida State License issued to the business for the profession/trade, if applicable. Submit copies of license(s).

Proposer shall provide a copy of the Broward County License issued to the business for the profession/trade, if applicable. Submit copies of license(s).

Proposer must have facility in the area open from Monday-Friday from 8:00 am to 6:00 pm (5 days per week); holidays excluded. Hours are subject to change with thirty (30) days written notices as required by City.

**CONDITIONS:**

1. There shall be NO minimum order requirements. All orders placed during the Police Department Uniform Contract will be on an "AS NEEDED" basis.

2. Sizes are to be determined by the successful bidder's measurements of City personnel to be uniformed.
3. Vendor must submit samples of each proposed uniform for inspection of material, color and construction. Samples must be identified by providing name of vendor on each garment. Samples will not be returned.
4. 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.
5. All garments furnished as a result of this bid must be new. The City will not purchase nor accept shipments of goods classified as seconds or irregulars. Only first quality garments will be considered for award. 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 use 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.
6. All uniforms or materials shall be fully guaranteed against fading and tearing by the vendor for one (1) year from receipt of Uniforms Purchase.
7. In the event that a specific approved and awarded manufacturer's product is unavailable during the term of the Contract or any renewal year, the Contractor may supply a substitute product equal to the bid price or lower, provided that a sample is approved in writing by the Chief of Police or an authorized representative from the City.
8. New products and styles can be added to the Contract at a price mutually acceptable to the City and the Contractor. Prior to new products and styles being added to the Contract, Contractor shall provide uniform manufacturer's specifications to the City.
9. In the event of Contractor's failure to provide individual products at the specified time, the City reserves the right to purchase the item(s) from any vendor of its choice. It will be the responsibility of the Contractor to reimburse the City for additional costs, i.e., difference in cost from contract cost and any related expenses, etc.

## MEN'S SHIRT SPECIFICATIONS

### MEN'S LONG SLEEVE

**Flying Cross Item:** **34W7886Z** (or similar/equal brand. See p. 19, Item 14, Brand Names)  
**\*35W7886Z** (or similar/equal brand. See p. 19, Item 14, Brand Names)

**Fabric:** Content: 100% Textured Polyester conforming to the following specifications:

Weight: 7.5 oz./ Linear. yd.

Construction: 67 warp X 49 filling yarns per sq. inch

Tear Strength: Warp 6.6 lbs. Filling 8.5 lbs.

Tensile: Warp 159 lbs. Filling 155 lbs.

**Color:** 34W7886Z: LAPD Blue matching standard sample on display.

35W7886Z LAPD Blue matching standard sample on display; with

\*Milliken style 707430, Color

**Style:** Plain front coat style, form fitting, collar attached, long sleeves with barrel cuffs. Two pleated breast pockets with scalloped flaps. Shoulder straps. Full badge reinforcement. Matching inside yoke and collar band of high lustre Poly-Twill.

**Collar & Stand:** Style and dimensions as sample on display. Collar points to measure 3 1/4" long with fused-in Mylar stays. Collar height at rear 1 1/2". Topstitched 1/4" off the edge. Collar stand to measure 1 5/16" at rear. Collar and band to be die cut. Collar interlined with #250 Dacron. Band interlined with "Crease N Tack".

**Front:** The left front shall have a top center 1 1/2" wide with two rows of stitches 7/8" apart. The shirt will have 7 buttons and buttonholes on the front; spacing between each will be 3 3/4" except the spacing between the neck button and the first button on the front, which will be 3 1/4". Top center interlined with #250 Dacron. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable. A 15" nylon zipper, to be set below the second button and buttonhole shall accomplish front closure. The top, second and bottom buttons to be attached to the right front, the balance to be sewn over the buttonholes on the left front.

**Shoulder** Style and dimensions as sample. Asymmetrical shape topstitched 1/4" off the

- 
- Straps:** edge to be set on yoke with leading topstitches conforming with front joining seam. To measure 2" at sleeve tapering to 1 3/8" and set not more than 1/2" from folded collar. Cross-stitched approximately 2" from sleeve seam. Creased and edge stitched shoulder strap construction unacceptable.
- Badge Reinforcement:** Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. To have 2 buttonhole eyelets approximately 1 1/4" from top of pocket flap spaced 1 1/4" apart and centered on sling.
- Pockets:** Two breast pockets with 1 1/2" stitched pleats and mitered corners. Pocket to measure 5 5/8" wide, 6" deep. Left breast pocket to have 1 1/2" pencil stitch. Each pocket to have Velcro tape 3/4" long by 1/2" wide positioned on both edges of pocket to correspond with outer scalloped flap points as sample.
- Flaps:** Deep scalloped design to measure 5 7/8" across and 2 3/4" in depth at center point, 2 1/4" at sides. Secured to shirtfront approximately 1/4" above pocket. Topstitched 1/4" off the edge. Left flap to have invisible pencil opening 1 1/2" to correspond precisely with pencil slot of pocket. Both flaps to be interlined with Dacron #250. Button sewn on top of flap buttonhole. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have Velcro tape 3/4" long by 1/2" wide, positioned on outer points of both pocket flaps as sample.
- Sleeves:** Straight at width – no bias - of one piece shaped at head, jacket type.  
34W7886Z - Sleeve shall have a one piece round elbow reinforcement and vent facing. Lower facing shall measure approximately 1/2" wide.  
  
35W7886Z - Sleeve vent 5 1/2" long with top and bottom facings. Top facing measure 1 1/8" wide point blocked at top. Underfacing 1/2" wide.
- Cuffs:** To measure 3" in depth with rounded corners as sample. Topstitched 1/4" off the edge. With two buttons and corresponding buttonholes on each cuff and one button and buttonhole in center of facing. Both cuffs to be interlined with #250 Dacron.

- Buttons:** First grade 19-ligne pearlescent plastic to match.
- Sewing:** Single needle throughout. All topstitched 1/4" off the edge. Sleeve inserting and side close felling safety stitched.
- Thread:** All sewing threads to be fast color polyester core polyester wrap to match.
- Interlining:** Collar, Cuffs, Pocket Flaps and Top Center to be interlined with Dacron #250. Collar band to be interlined with "Crease-N-Tack".
- Military Creases:** 5 stitched-in sharp military creases on all shirts. One crease on each front to be centered vertically. No creases through pockets or flaps. Spacing for military creases on shirt back to be proportionate to the size of the shirt as follows: sizes 14 through 15 1/2 - creases to be 4 3/4" apart; sizes 16 through 18 inclusive - creases to be 5 3/8" apart as measured from the center crease.
- Construction:** Collars and flaps are made by the conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned rightside out and finally topstitched.
- Convertibility:** 34W7886Z ONLY- This garment shall be designed to accommodate removable metal buttons having eyelets under the sewn buttons on the shoulders, pockets, cuffs and button front. Protective pieces shall be sewn on the inside of the garment on the shoulders, cuffs and on the inside of the right front.
- Country of Manufacture:** All raw materials and assembly thereof made in the U.S.A.



**34W7886Z / 35W7886Z SIZE CHART:** (or similar/equal brand. See p. 19, Item 14, Brand Names)

<b>FINISHED LENGTH DIMENSIONS</b>	<b>NECK SIZE</b>	<b>SIDE SEAMS</b>	<b>BACK LENGTH</b>
	13	17 1/2	30 3/4
	13 1/2	17 5/8	31
	14	17 3/4	31 1/4
	14 1/2	17 7/8	31 1/2
	15	18	31 3/4
	15 1/2	18 1/8	32
	16	18 1/4	32 1/4
	16 1/2	18 3/8	32 1/2
	17	18 1/2	32 3/4
	17 1/2	19 5/8	34
	18	19 3/4	34 1/4
	18 1/2	19 7/8	34 1/2
	19	20	34 3/4
	19 1/2	20 1/8	35
	20	20 1/4	35 1/4
	20 1/2	20 3/8	35 1/2

**MEN'S SHORT SLEEVE**

**Flying Cross Item: 87R7886Z** (or similar/equal brand. See p. 19, Item 14, Brand Names)

**Fabric:** Content: 100% Textured Polyester conforming to the following specifications:  
Weight: 7.5 oz./ Linear. yd.  
Construction: 67 warp X 49 filling yarns per sq. inch  
Tear Strength: Warp 6.6 lbs. Filling 8.5 lbs.  
Tensile: Warp 159 lbs. Filling 155 lbs.

**Color:** LAPD Blue matching standard sample on display. Milliken style 707430, Color 7568.

**Style:** Plain front coat style with full-length tail, form-fitting, convertible collar, short sleeves. Two pleated breast pockets with scalloped flaps. Shoulder straps. Full badge reinforcement. Matching inside yoke and band of high lustre Poly Twill.

**Collar:** Convertible collar shall be one piece and measure 3 1/4" long at points with fused in Mylar stays. Topstitched 1/4" off the edge. Collar to be interlined with #250 Dacron.

**Front:** Each front shall have a facing 3" in width. The left front shall have a top center 1 1/2" wide with two rows of stitches 7/8" apart. Stitching on top center is not to

be visible on the turn-back facing. The shirt will have 7 buttons and buttonholes on the front; spacing between each will be 3 3/4" except the spacing between the neck button and the first button on the front, which will be 2 1/2". Top center interlined with #250 Dacron. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable. A 15" nylon zipper, to be set below the second button and buttonhole shall accomplish front closure. The top, second and bottom buttons to be attached to the right front, the balance to be sewn over the buttonholes on the left front.

**Shoulder Straps:** Style and dimensions as sample. Asymmetrical shape topstitched 1/4" off the edge to be set on yoke with leading topstitches conforming with front joining seam. To measure 2" at sleeve tapering to 1 3/8" and set not more than 1/2" from folded collar. Cross-stitched approximately 2" from sleeve seam. Creased and edge stitched shoulder strap construction unacceptable.

**Badge Reinforcement:** Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. To have 2 buttonhole eyelets approximately 1 1/4" from top of pocket flap spaced 1 1/4" apart and centered on sling.

**Pockets:** Two breast pockets with 1 1/2" stitched pleats and mitered corners. Pocket to measure 5 5/8" wide, 6" deep. Left breast pocket to have 1 1/2" pencil stitch. Each pocket to have Velcro tape 3/4" long by 1/2" wide positioned on both edges of pocket to correspond with outer scalloped flap points as sample.

**Flaps:** Deep scalloped design to measure 5 7/8" across and 2 3/4" in depth at center point, 2 1/4" at sides. Secured to shirtfront approximately 1/4" above pocket. Topstitched 1/4" off the edge. Left flap to have invisible pencil opening 1 1/2" to correspond precisely with pencil slot of pocket. Both flaps to be interlined with #250 Dacron. Button sewn on top of flap buttonhole. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have Velcro tape 3/4" long by 1/2" wide, positioned on outer points of both pocket flaps as sample.

**Sleeves:** Sleeves are to be straight and whole, to have 3/4" hem and to finish approximately 9" long from shoulder seams.

**Buttons:** First grade 19-ligne pearlescent plastic to match.

**Sewing:** Single needle throughout. All topstitched 1/4" off the edge. Sleeve inserting and side close felling safety stitched.

**Thread:** All sewing threads to be fast color polyester core polyester wrap to match

**Interlining:** Collars, pocket flaps and top center to be interlined with #250 Dacron. Collar band to be interlined with "Crease-N-Tack".

**Military Creases:** 5 stitched-in sharp military creases on all shirts. One crease on each front to be centered vertically. No creases through pockets or flaps. Spacing for

military creases on shirt back to be proportionate to the size of the shirt as follows: sizes 14 through 15 1/2 - creases to be 4 3/4" apart; sizes 16 through 18 inclusive - creases to be 5 3/8" apart as measured from the center crease.

**Construction:** Collars and flaps are made by the conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned rightside out and finally topstitched.

**Country of Manufacture:** All raw materials and assembly thereof made in the U.S.A.

**87R7886Z SIZE CHART:** (or similar/equal brand. See p. 19, Item 14, Brand Names)

FINISHED LENGTH DIMENSIONS	NECK SIZE	SIDE SEAMS	BACK LENGTH
	13	17 1/2	30 3/4
	13 1/2	17 5/8	31
	14	17 3/4	31 1/4
	14 1/2	17 7/8	31 1/2
	15	18	31 3/4
	15 1/2	18 1/8	32
	16	18 1/4	32 1/4
	16 1/2	18 3/8	32 1/2
	17	18 1/2	32 3/4
	17 1/2	19 5/8	34
	18	19 3/4	34 1/4
	18 1/2	19 7/8	34 1/2
	19	20	34 3/4
	19 1/2	20 1/8	35
	20	20 1/4	35 1/4
	20 1/2	20 3/8	35 1/2

**MEN'S PATROL DUTY UNIFORM (PDU) SHORT SLEEVE**

**5.11 Men's PDU Short Sleeve Twill Class A Shirt**

**Style Number:** 71183 (or similar/equal brand. See p. 19, Item 14, Brand Names)

**Fabric Type:** 65% polyester, 35% cotton Twill with Teflon

**Features & Benefits:** This shirt is made with a polyester cotton blend for a professional appearance and comfort that incorporates Teflon for stain resistance. The body features sewn-in military creases on the front and back.

**Design:** There are functional epaulets on each shoulder with reinforced box stitching at end and a button and button hole near the neck end. Bi-swing shoulder design allows for extra movement through the back

shoulder and stitched eyelets on the underarm for ventilation. Two welt openings alongside seam for microphone cord access. The hem is a Fish Tail design. The pocket design has two chest pockets with stitched pleats and pencil pockets on each flap. The pocket has hook and loop flaps with a button applied for appearances only.

**Stitching & Finishing:** Stitches per inch are 10-12 on all operations. Triple needle stitching on the chest pockets, armholes, back yoke, and bi swing gusset. Center front placket is 1 1/2" wide with double needle stitching on both side. Pocket flaps, collar edge have 1/4" double needle topstitch. Hem is clean finished with a double roll turn back edge and 1/4" single needle stitching. 2 Vertical bar tacks on each of the pocket flaps spaced 1 1/2" apart for the Pen opening. Single needle edge stitch on front yoke, side welt openings, badgetab, and epaulets. Individually packaged in a poly bag like a dress shirt with plastic clips, cardboard collar band, and molded plastic butterfly at center front.

**Bartack & Reinforcement** Top corners of pocket flaps  
Top corners of chest pocket. Top and bottoms opening of side welt Openings. 3/4" up from side seam on the Bi-swing gusset. 1 1/2" long pen guide on each pocket hidden under the flap. Top of sleeve plackets.

**Accrouments:** This shirt has a grommeted badge holder, working epaulets

**Labels:** 5.11 Main label stitched along 4 sides inside the back yoke. Woven content/country of origin label, and the size label are sewn along the bottom edge of the main label. Care instruction label is permanently attached on the left side seam below the waist.

**Closures:** Buttons – 4 hole Melamine buttons that won't burn or crack. 20 Ligne buttons. 1 center front neck. 6 buttons appear on front placket: 3 fully function through button holes, the other 3 are applied directly to the top placket on top of the button holes, underneath is a zipper closure system that eliminates gapping between buttons. Zipper – separating YKK zipper that features and auto locking slider at CF. 1 functional button for each epaulet. 1 spare.

**STOCK SIZE CHART:**

**5.11 Men's PDU Short Sleeve Twill Class A Shirt**

<b>Men's Tops</b>								
<b>Alpha Size</b>	<b>S</b>	<b>M</b>	<b>L</b>	<b>XL</b>	<b>2XL</b>	<b>3XL</b>	<b>4XL</b>	<b>5XL</b>
<b>Neck/Sleeve</b>	<b>14- 14.5</b>	<b>15- 15.5</b>	<b>16- 16.5</b>	<b>17- 17.5</b>	<b>18- 18.5</b>	<b>19- 19.5</b>	<b>20- 20.5</b>	<b>21- 21.5</b>
<b>Short</b>	<b>32-33</b>	<b>32-33</b>	<b>32-33</b>					
<b>Regular</b>	<b>34-35</b>	<b>34-35</b>	<b>34-35</b>	<b>34-35</b>	<b>34-35</b>	<b>34-35</b>		
<b>Long</b>				<b>36-37</b>	<b>36-37</b>	<b>36-37</b>	<b>36-37</b>	<b>36-37</b>
<b>Long sizes add 2" in length to arms &amp; body of shirt</b>								

**Color:           Midnight Navy 750**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

---

## **MENS PANTS SPECIFICATIONS**

### **MEN'S UNIFORM TROUSER**

#### **MODEL NUMBER:**

To be Fechheimer Brothers Company #UD34200 (or similar/equal brand. See p. 19, Item 14, Brand Names)

#### **FABRIC:**

KLOPMAN #401317-L188 (or similar/equal brand. See p. 19, Item 14, Brand Names)  
100% POLYESTER WEAVE: TROPICAL COLOR: NAVY BLUE

#### **DESIGN:**

Trouser shall be manufactured from a men's uniform trouser pattern. The trouser styling shall incorporate a plain front, two quarter top front pockets, and two hip pockets. Trouser is straight leg style.

#### **POCKETING:**

The pocketing shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 X 64 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

#### **POCKET DESIGN:**

The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 5 3/4" measured from the bottom of the opening. Front pockets to have straight bartacks (use of triangle bartacks will be cause for rejection) at the top and bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Pocket facings to be made of the basic fabric and must measure a minimum of 3" in width at the top.

The two (2) hip pockets shall have a minimum opening of 5 1/2" and a minimum depth of 5 3/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on a REECE PW Machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pocket welts shall be cause for rejection). The corners of the hip pocket openings shall have firm straight bartacks for reinforcement (triangle bartacks are unacceptable). Hip pocket facings to be made of basic fabric and have a minimum depth of 3/4". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab.

### **WAISTBAND:**

The trouser will be made with the Freedom Fit® waistband system, which is designed to provide the wearer with a more comfortable and better fitting trouser. The waistband shall be constructed using the "closed method" and shall measure 2" wide when finished. The waistband closure shall be accomplished with a crush proof hook and eye. The hook and eye shall be reinforced with stays made of a non-woven fabric that are anchored by the topstitching for the fly facing and curtain. This topstitching must be to the top of the waistband. The waistband must be topstitched 1/16" below the waistband seam for added strength. The top portion of the inside of the waistband is to consist of the same fabric as used for pocketing (70% polyester 30% cotton - minimum 80 X 62 (+/-) 2 count). The fabric is to be cut on the bias for maximum comfort. To be 1 7/8" wide and to finish 1 1/8" wide after construction.

Upper waistband curtain to be inner lined with stretch Ban-Rol canvas. This canvas fabric consists of a warp of 47 ends of texturized nylon and a fill of 34 ends of 750 denier polyester monofilament. The woven fabric is coated with latex, which completely encapsulates all yarns. This finish canvas fabric weighs 12.0 oz/yd<sup>2</sup>. The canvas will be cut 1 1/2" wide with the monofilaments running vertically and have a 10% stretch.

The bottom portion of the waistband curtain will be a blend of 32% nylon, 38% polyester, 18% rubber (3 strands) 11% lycra and 1% acrylic woven 1 7/8" wide and to finish 1 3/8" wide. To have a minimum of 40% stretch characteristics.

Note: In a performance stretch waistband, the upper and lower portion of the band will perform Different functions

The upper portion should allow a comfort fit at the waist when bending or sitting, and must maintain a crisp, clean appearance at the outer waistband. This part of the band will stretch 10% and be firm enough to prevent waistband rollover.

The bottom portion of the waistband stretches over the hip to give support to the lower back and abdomen. In addition, this high stretch portion of the band should constantly be pressed up by the hips, preventing the slack from slipping down while being worn, even if heavy keys, change, or other items are carried in the pockets or on the belt.

The three (3) rubberized strands ensure that shirts stay tucked in for neat appearance.

### **FLY:**

Trouser shall have a metal memory lock zipper. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic cloth (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same fabric as the waistband curtain and pocketing. The fly lining shall be sewn to the left fly

---

below the zipper in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape.

**BELT LOOPS:**

There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining. All loops (except for the back center loop) must be sewn into the bottom of the waistband ("dropped" belt loops are cause for rejection) and the top of the belt loops shall be caught into the waistband curtain seam with a Rocap machine. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband.

**SEAT:**

Seat outlet to measure a minimum of 2 3/4" to allow for alterations. Seat must be sewn with a Tandem Needle Machine.

**STITCHING, PRESSING & FINISHING:**

Trouser must be stitched with matching thread and all stitching to show must be 10-11 stitches per inch. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams must be pressed open. Trouser must be cleaned and finished to eliminate loose threads.

**LABELS:**

Trouser must have a care label permanently affixed that also indicates the size. A paper ticket showing the size, fabric content, cut number, and WPL number must be on the outside of the waistband

**STOCK SIZES:**

Trouser must be available from stock in the following WAIST sizes:

REGULAR RISE: 28 - 50 (EVEN SIZES ONLY ABOVE 38)  
SHORT RISE: 28 - 40 (EVEN SIZES ONLY)

**MEN'S TROUSER PATROL DUTY UNIFORM (PDU)**

**5.11 MEN'S PDU CLASS B TWILL CARGO PANT**

**Style Number:** 74326 (or similar/equal brand. See p. 19, Item 14, Brand Names)

**Fabric Type:** 65% polyester, 35% cotton Twill

**Features/Benefits**



- 
- Design:** This PDU pant has a self adjusting tunnel waist for ease of movement. The silicone internal gripper waistband will help keep your shirt tucked in. With a diamond gussted crotch for added durability and range of motion. Permanent military creases for the professional appearance. Geunine YKK zippers and PRYM snaps to help prevent failures. All products are machine washable easy care. The Class B pant has two caro pockets with inverted pleats to allow for easy tape/stripe placement. Each cargo pocket has a secure covert pocket hidden behind the main cargo pocket.
- Stitching & Finishing:** Durable 5-7 thread seam construction with 10 stitches per inch. **Non Raveling lock stitch** top stitching. **3 thread overlock** left, right inside fly, front and back rise, zipper pocket behind cargo pocket, inside top of back flashlight pockets, bottom hem. **Single needle topstitch**, back seam, crotch gusset, sideseams and inseams. **Single needle topstitch**, waistband, belt loops, left fly outline. **Edgestitch**, waistband tunnel ends, belt loops, right fly, on left side of rise, around back welt pockets, edges, all pocket facings, cargo pocket box pleat, front pocket bag bindings, hem of coin pocket, around back flashlight pockets welt, edges of crotch gusset,  $\frac{1}{4}$ " **single needle topstitch**, front pocket opening edge, cargo pocket setting, zipper setting, cargo pocket flaps.
- $\frac{1}{4}$ " **gauge double stitching**, waistband elastic attachments, front pocket bag closures, back pocket, back flashlight pockets bottom and sides. **Bartacks**, waistband pocket opening, beltloops top corners, fly bottom, back pocket button loops top/bottom, crotch guesset points, upper all pocket corners. **Key hole** button hole. Flv center.
- Labels:** CO/Content label, Tactical number size label, Care label, Hangtag, Waste sticker label, Tactical series joker tab, Barcode sticker.
- Closures:** Zippers: Fly zipper is metallic YKK zipper with locking slider, on top of the pocket behind cargo pocket, zipper is a closed coil reversed tape, and a coil hidden YKK zipper. Velcro 100% Nylon hook and loop closures (non visable) at cargo pocket flaps. Waist snap is metal PRYM logo snap with extra strong grip. Inside French fly, back pockets and a spare placed at wearer's left pocket bag button is Aetna Melamine satin finish button 4-hole style and it is cross tacked.
- Stock Sizes:** 30, 31, 32, 33, 34, 35, 36, 38, 30, 42, 44, 46, 48, 50, 52, 54, 56, 58 and 60 All with inseam of 39.5
- Color:** Midnight Navy 750

---

**WOMEN'S SHIRT SPECIFICATIONS**

**WOMEN'S LONG SLEEVE (LS)**

**Flying Cross Item: 127R7886Z** (or similar/equal brand. See p. 19, Item 14, Brand Names)

**WOMEN'S SHORT SLEEVE (SS)**

**Flying Cross Item: 177R7886Z** (or similar/equal brand. See p. 19, Item 14, Brand Names)

(The descriptions below apply to both Long Sleeve (LS) and Short Sleeve (SS))

- Fabric:**                    Content:                    100% Textured Polyester conforming to the following specifications:  
                                  Weight:                    7.5 oz./ Linear. yd.  
                                  Construction:            67 warp X 49 filling yarns per sq. inch  
                                  Tear Strength:            Warp 6.6 lbs. Filling 8.5 lbs.  
                                  Tensile:                    Warp 159 lbs. Filling 155 lbs.
- Color:**                    LAPD Blue                matching standard sample on display. Milliken style 707430, Color 7568.
- Style:**                    127R7886Z (LS) - Plain front coat style with full-length tail, form-fitting, convertible collar, long sleeves with barrel cuffs. Two pleated breast pockets with scalloped flaps. Shoulder straps. Full badge reinforcement. Matching inside yoke and band of high lustre Poly Twill.  
                                  177R7886Z (SS) – (same as above except SHORT SLEEVE, no barrel cuffs)
- Collar:**                    Convertible collar shall be one piece and measure 2 7/8" long at points with fused in Mylar stays. Topstitched 1/4" off the edge. Collar to be interlined with #250 Dacron.
- Front:**                    Each front shall have a facing 3" in width. The right front shall have a top center 1 1/2" wide with two rows of stitches 7/8" apart. Stitching on top center is not to be visible on the turn-back facing. The shirt will have 6 buttons and buttonholes on the front; spacing between each will be 3 1/2" except the spacing between the neck button and the first button on the front, which will be 2 1/2". Top center interlined with #250 Dacron. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable. An 11 1/2" nylon zipper, to be set below the second button and buttonhole shall accomplish front closure. The top, second and bottom buttons to be attached to the left front, the balance to be sewn over the buttonholes on the right front.
- Shoulder Straps:**        Style and dimensions as sample. Asymmetrical shape topstitched 1/4" off the edge to be set on yoke with leading topstitches conforming with front joining seam. To measure 2" at sleeve tapering to 1 3/8" and set not more than 1/2"

from folded collar. Cross-stitched approximately 2" from sleeve seam. Creased and edge stitched shoulder strap construction unacceptable.

- Badge Reinforcement:** Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. To have 2 buttonhole eyelets approximately 7/8" from top of pocket flap spaced 7/8" apart and centered on sling.
- Pockets:** Two breast pockets with 1 1/4" stitched pleats and mitered corners. Pocket to measure 5" wide X 5" deep. Each pocket to have Velcro tape 3/4" long by 1/2" wide positioned on both edges of pocket to correspond with outer scalloped flap points as sample.
- Flaps:** Deep scalloped design to measure 5 1/4" across and 2 1/4" in depth at center point, 1 3/4" at sides. Secured to shirtfront approximately 1/4" above pocket. Topstitched 1/4" off the edge. Left flap to have invisible pencil opening 1 1/4". Both flaps to be interlined with #250 Dacron. Button sewn on top of flap buttonhole. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have Velcro tape 3/4" long by 1/2" wide, positioned on outer points of both pocket flaps as sample.
- Sleeves:** 127R7886Z (LS) - Straight at width - no bias - of one piece shaped at head, jacket type. Sleeve vent approximately 4 3/4" long with top and bottom facings. Top facing to measure 1 1/8" wide point blocked at top. Underfacing 1/2" wide.  
177R7886Z (SS) - Sleeves are to be straight and whole, to have 3/4" hem and to finish approximately 8 1/2" long from shoulder seams.
- Cuffs:** 127R7886Z ONLY - To measure 2 1/2" in depth with rounded corners as sample. Topstitched 1/4" off the edge with two button adjustable cuff. Both cuffs to be interlined with #250 Dacron.
- Buttons:** First grade 19-ligne pearlescent plastic to match.
- Sewing:** Single needle throughout. All topstitched 1/4" off the edge. Sleeve inserting and side close felling safety stitched.
- Thread:** All sewing threads to be fast color polyester core polyester wrap to match.
- Interlining:** 127R7886Z (LS) - Collar, pocket flaps, top center and cuffs to be interlined with Dacron #250. 177R7886Z (SS) - (same as above except NO CUFFS)
- Military Creases:** 5 stitched-in sharp military creases on all shirts. One crease on each front to be centered vertically. No creases through pockets or flaps. Spacing for military creases on shirt back to be proportionate to the size of the shirt.

- 
- Construction:** Collars and flaps are made by the conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned rightside out and finally topstitched.
- Convertibility:** 127R7886Z (LS) - This garment shall be designed to accommodate removable metal buttons having eyelets under the sewn buttons on the shoulders, pockets, cuffs and button front. Protective pieces shall be sewn on the inside of the garment on the shoulders, cuffs and on the inside of the button front.  
177R7886Z (SS) - (same as above except NO CUFFS)
- Country of Manufacture:** All raw materials and assembly thereof made in the U.S.A.
- Sizes available:** 127R7886Z (LS) - Available in bust sizes 30 through 46, sleeve length of Long  
177R7886Z (SS) - Available in bust sizes 30 through 46

## **WOMEN'S PATROL DUTY UNIFORM (PDU) SHORT SLEEVE**

### **5.11 Women's PDU Short Sleeve Twill Class A Shirt**

- Style Number:** 61158, 61161W (or similar/equal brand. See p. 19, Item 14, Brand Names)
- Fabric Type:** 65% polyester, 35% cotton Twill with Teflon
- Features & Benefits:** This shirt is made with a polyester cotton blend for a professional appearance and comfort that incorporates Teflon for stain resistance. The body features sewn-in military creases on the front and back.
- Design:** There are functional epaulets on each shoulder with reinforced box stitching at end and a button and button hole near the neck end. Bi-swing shoulder design allows for extra movement through the back shoulder and stitched eyelets on the underarm for ventilation. Two welt openings alongside seam for microphone cord access. The hem is a Fish Tail design. The pocket design has two chest pockets with stitched pleats and pencil pockets on each flap. The pocket has hook and loop flaps with a button applied for appearances only.
- Stitching & Finishing:** Stitches per inch are 10-12 on all operations. Triple needle stitching on the chest pockets, armholes, back yoke, and bi swing gusset. Center front placket is 1 1/2" wide with double needle stitching on both side. Pocket flaps, collar edge have 1/4" double needle topstitch. Hem is clean finished with a double roll turn back edge and 1/4" single needle stitching. 2 Vertical bar tacks on each of the pocket flaps spaced 1 1/2" apart for the Pen opening. Single needle edgestitch on front yoke, side

welt openings, badgetab, and epaulets. Individually packaged in a poly bag like a dress shirt with plastic clips, cardboard collar band, and a molded plastic butterfly at center front.

**Bartack & Reinforcement:**

Top corners of pocket flaps  
 Top corners of chest pocket. Top and bottoms opening of side welt Openings. 3/4" up from side seam on the Bi-swing gusset. 1 1/2" long pen guide on each pocket hidden under the flap. Top of sleeve plackets.

**Accrouments:**

This shirt has a grommated badge holder, working epaulets

**Labels:**

5.11 Main label stitched along 4 sides inside the back yoke. Woven content/country of origin label, and the size label are sewn along the bottom edge of the main label. Care instruction label is permanently attached on the left side seam below the waist.

**Closures:**

Buttons – 4 hole Melamine buttons that won't burn or crack. 20 Ligne buttons. 1 center front neck. 6 buttons appear on front placket: 3 fully function through button holes, the other 3 are applied directly to the top placket on top of the button holes, underneath is a zipper closure system that eliminates gapping between buttons. Zipper – separating YKK zipper that features and auto locking slider at CF.1 functional button for each epaulet. 1 spare.

**Stock Sizes:**

Alpha Size and Numeric Size	XS 2 to 4	S 6 to 8	M 10 to 12	L 14 to 16	XL 18 to 20
Regular	X	X	X	X	X
Long	-----	-----	X	X	X

**Color:** Midnight Navy 750

**WOMENS PANTS SPECIFICATIONS**

**WOMEN'S UNIFORM TROUSERS**

**MODEL NUMBER:**

To be Fechheimer Brothers Company #UD34250 (or similar/equal brand. See p. 19, Item 14, Brand Names)

**FABRIC:**

KLOPMAN #401317-L188 or similar/equal brand. See p. 19, Item 14, Brand Names) 100% POLYESTER WEAVE: TROPICAL COLOR: NAVY BLUE

**DESIGN:**

Slack shall be manufactured from a women's uniform trouser pattern with a plain front and one dart on each rear panel above the hip pockets. Slack shall be straight leg design. The slack shall incorporate two quarter top front pockets and two hip pockets.

**POCKETING:**

The pocketing shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 X 64 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

**POCKET DESIGN:**

The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 5 3/4" measured from the bottom of the opening. Front pockets to have straight bartacks (use of triangle bartacks will be cause for rejection) at the top and bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Pocket facings to be made of the basic fabric and must measure a minimum of 3" in width at the top.

The two (2) hip pockets shall have a minimum opening of 5 1/2" and a minimum depth of 5 3/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on a REECE PW Machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pocket welts shall be cause for rejection). The corners of the hip pocket openings shall have firm straight bartacks for reinforcement (triangle bartacks are unacceptable). Hip pocket facings to be made of basic fabric and have a minimum depth of 3/4". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab.

**WAISTBAND:**

The trouser will be made with the Freedom Fit® waistband system, which is designed to provide the wearer with a more comfortable and better fitting trouser. The waistband shall be constructed using the "closed method" and shall measure 2" wide when finished. The waistband closure shall be accomplished with a crush proof hook and eye. The hook and eye shall be reinforced with stays made of a non-woven fabric that are anchored by the topstitching for the fly facing and curtain. This topstitching must be to the top of the waistband. The waistband must be topstitched 1/16" below the waistband seam for added strength. The top portion of the inside of the waistband is to consist of the same fabric as used for pocketing (70% polyester 30% cotton - minimum 80 X 62

---

(+/-) 2 count). The fabric is to be cut on the bias for maximum comfort. To be 1 7/8" wide and to finish 1 1/8" wide after construction.

Upper waistband curtain to be inner lined with stretch Ban-Rol canvas. This canvas fabric consists of a warp of 47 ends of texturized nylon and a fill of 34 ends of 750 denier polyester monofilament. The woven fabric is coated with latex, which completely encapsulates all yarns. This finish canvas fabric weighs 12.0 oz/yd<sup>2</sup>. The canvas will be cut 1 1/2" wide with the monofilaments running vertically and have a 10% stretch.

The bottom portion of the waistband curtain will be a blend of 32% nylon, 38% polyester, 18% rubber (3 strands) 11% lycra and 1% acrylic woven 1 7/8" wide and to finish 1 3/8" wide. To have a minimum of 40% stretch characteristics.

Note: In a performance stretch waistband, the upper and lower portion of the band will perform different functions.

The upper portion should allow a comfort fit at the waist when bending or sitting, and must maintain a crisp, clean appearance at the outer waistband. This part of the band will stretch 10% and be firm enough to prevent waistband rollover. The bottom portion of the waistband stretches over the hip to give support to the lower back and abdomen. In addition, this high stretch portion of the band should constantly be pressed up by the hips, preventing the slack from slipping down while being worn, even if heavy keys, change, or other items are carried in the pockets or on the belt.

The three (3) rubberized strands ensure that shirts stay tucked in for neat appearance.

**FLY:**

Trouser shall have a metal memory lock zipper. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic cloth (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same fabric as the waistband curtain and pocketing. The fly lining shall be sewn to the left fly below the zipper in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape.

**BELT LOOPS:**

There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining. All loops (except for the back center loop) must be sewn into the bottom of the waistband ("dropped" belt loops are cause for rejection) and the top of the belt loops shall be caught into the waistband curtain seam with a Rocap machine. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband.

**SEAT:**

Seat outlet to measure a minimum of 2 3/4" to allow for alterations. Seat must be sewn with a Tandem Needle Machine.

**STITCHING, PRESSING & FINISHING:**

Trouser must be stitched with matching thread and all stitching to show must be 10-11 stitches per inch. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams must be pressed open. Trouser must be cleaned and finished to eliminate loose threads.

**LABELS:**

Trouser must have a care label permanently affixed that also indicates the size. A paper ticket showing the size, fabric content, cut number, and WPL number must be on the outside of the waistband.

**STOCK SIZES:**

Women trousers must be sized as illustrated in the following chart:

**Female Trouser Finished Measurements:**

<b>SIZES</b>	<b>0-30</b>
--------------	-------------

**PLEASE SPECIFY SIZES INCLUDED IN EACH PRICE RANGE BID.**

**WOMEN'S TROUSER PATROL DUTY UNIFORM (PDU)**

**5.11 WOMEN'S PDU CLASS B TWILL CARGO PANT**

**Style Number:** 64306, 64310W (or similar/equal brand. See p. 19, Item 14, Brand Names)

**Fabric Type:** 65% polyester, 35% cotton Twill

**Features/Benefits/Design:** This PDU pant has a self adjusting tunnel waist for ease of movement. The silicone internal gripper waistband will help keep your shirt tucked in. With a diamond gusseted crotch for added durability and range of motion. Permanent military creases for the professional appearance. Genuine YKK zippers and PRYM snaps to help prevent failures. All products are machine washable easy care. The Class B pant has two cargo pockets with inverted pleats to allow for easy tape/stripe placement. Each cargo pocket has a secure covert pocket hidden behind the main cargo pocket.

**Stitching & Finishing:** Durable 5-7 thread seam construction with 10 stitches per inch. **Non Raveling lock stitch** top stitching. **3 thread overlock** left, right inside fly, front and back rise, zipper pocket behind cargo pocket, inside top of back flashlight pockets, bottom hem. **Single needle topstitch**,



waistband, belt loops, left fly outline. **Edgestitch**, waistband tunnel ends, belt loops, right fly, on left side of rise, around back welt pockets, edges, all pocket facings, cargo pocket box pleat, front pocket bag bindings, hem of coin pocket, around back flashlight pockets welt, edges of crotch gusset, ¼” **single needle topstitch**, front pocket opening edge, cargo pocket setting, zipper setting, cargo pocket flaps. ¼” **gauge double stitching**, waistband elastic attachments, front pocket bag closures, back pocket, back flashlight pockets bottom and sides. **Bartacks**, waistband pocket opening, beltloops top corners, fly bottom, back pocket button loops top/bottom, crotch gusset points, upper all pocket corners. **Key hole** button hole. Fly center.

**Labels:** CO/Content label, Tactical number size label, Care label, Hangtag, Waste sticker label, Tactical series joker tab, Barcode sticker.

**Closures:** Zippers: Fly zipper is metallic YKK zipper with locking slider, on top of the pocket behind cargo pocket, zipper is a closed coil reversed tape, and a coil hidden YKK zipper. Velcro 100% Nylon hook and loop closures (non visible) at cargo pocket flaps. Waist snap is metal PRYM logo snap with extra strong grip. Inside French fly, back pockets and a spare placed at wearer’s left pocket bag button is Aetna Melamine satin finish button 4-hole style and it is cross tacked.

**Stock Sizes:**

Missy Pant & Women’s										
Size	2	4	6	8	10	12	14	16	18	20
Inseam	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH
Size	16W	18W	20W	22W	24W	26W	28W			
Inseam	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH	37.5”UH			

**Color:** Midnight Navy 750

---

**MEN'S AND WOMEN'S POLICE POLO SHIRTS**

**5.11 "Performance Polo"**

**Style Number:** 71049 (or similar/equal brand. See p. 19, Item 14, Brand Names)

Embroidered Badge on Shirt

Embroidered Name (First Initial, Last Name)

Embroidered "POLICE" on each sleeve

**Short Sleeve Knit Shirt, StreetGear®**

**Style Number:** Blauer 8130 (or similar/equal brand. See p. 19, Item 14, Brand Names)

Embroidered Badge on Shirt

Embroidered Name (First Initial, Last Name)

Patch "Hallandale Beach Police" on each sleeve

Features:

- 10.5 oz. bi-component B.COOL® fabric combines the
- comfort of cotton on the inside
- "no fade" polyester on the outside
- Pleated patch pockets secure with hook and loop fastener
- Traditional 5-crease military style (stitched)
- Knit sport collar made with same fabric as body for true color matching
- Reinforced epaulets secure microphones
- Badge eyelets with internal support strap

**Fabric:** Bi-component

**Blend:** 35/65

**Weave:** Knit

**Washable:** Yes

**SCHEDULED OF BIDDER'S PRICE**  
**VENDOR SHALL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT PERIOD**

The initial contract period shall be for three (3) years, commencing upon award by the City Commission. There are two (2) yearly renewals terms which are contingent upon satisfactory services being provided and available funding.

**POLICE UNIFORM:**  
**(Section 1 of 3)**

ITEM DESCRIPTION SECTION #1	ESTIMATED YEARLY QUANTITY	UOM	UNIT PRICE	PER EACH ANNUAL COST
<b>MEN'S - SHIRT – LONG SLEEVE:</b>	<b>85</b>			
<u>FLYING CROSS ITEM: 34W7886Z OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
Manufacturer				
<b>Embroidered &amp; Sew on Name Tapes</b>				
<b>Sew Embroidered Patch on both Sleeves</b>				
<b>MEN'S SHIRT – LONG SLEEVE:</b>	<b>85</b>			
<u>FLYING CROSS ITEM: 35W7886Z OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
<b>Embroidered &amp; Sew Name Tapes</b>				
<b>Sew Embroidered Patch on both Sleeves</b>				
<b>MEN'S SHIRT – SHORT SLEEVE:</b>	<b>250</b>			
<u>FLYING CROSS ITEM: 87R7886Z OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
<b>Embroidered &amp; Sew Name Tapes</b>				
<b>Sew Embroidered Patch on both Sleeves</b>				
<b>MEN'S SHIRT – SHORT SLEEVE:</b>	<b>250</b>			
<u>5.11 ITEM: 71183 OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
<b>Embroidered &amp; Sew Name Tapes</b>				
<b>Sew Embroidered Patch on both Sleeves</b>				

ITEM DESCRIPTION SECTION #1	ESTIMATED YEARLY QUANTITY	UOM	UNIT PRICE	PER EACH ANNUAL COST
<b>MEN'S UNIFORM TROUSER:</b>	<b>300</b>			
<u>FECHHEIMER BROTHER COMPANY #UD34200 OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
Additional Gold Stripe		Each		
Manufacturer				
<b>MEN'S UNIFORM TROUSER:</b>	<b>300</b>			
<u>5.11 # 74326 OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
Manufacturer				

Section 1 Total: \_\_\_\_\_

**SCHEDULED OF BIDDER'S PRICE**  
**VENDOR SHALL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT PERIOD**  
 (Section 2 of 3)

ITEM DESCRIPTION SECTION #2	ESTIMATED YEARLY QUANTITY	UOM	UNIT PRICE	PER EACH ANNUAL COST
<b>WOMEN'S SHIRTS – LONG SLEEVE:</b>	<b>15</b>			
<u>FLYING CROSS ITEM: 127R7886Z OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
Manufacturer				
<b>Embroidered &amp; Sew Name Tapes</b>				
<b>Sew Embroidered Patch on both Sleeves</b>				
<b>WOMEN'S SHIRT – SHORT SLEEVE:</b>	<b>45</b>			
<u>5.11 ITEM: 61158, 61161W OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
<b>Embroidered &amp; Sew Name Tapes</b>				
<b>Sew Embroidered Patch on both Sleeves</b>				
<b>WOMEN'S SHIRTS – SHORT SLEEVE:</b>	<b>45</b>			
<u>FLYING CROSS ITEM: 177R7886Z OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
<b>Embroidered &amp; Sew Name Tapes</b>				
<b>Sew Embroidered Patch on both Sleeves</b>				
<b>WOMEN'S UNIFORM TROUSER:</b>	<b>45</b>			
<u>FECHHEIMER BROTHER COMPANY #UD34250 OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
Additional Gold Stripe		Each		
Manufacturer				
<b>WOMEN'S UNIFORM TROUSER:</b>	<b>45</b>			
<u>5.11 #64306, 64310W OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
Manufacturer				

Section 2 Total: \_\_\_\_\_

**SCHEDULED OF BIDDER'S PRICE**  
**VENDOR SHALL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE CONTRACT PERIOD**  
**POLICE UNIFORM:**  
 (Section 3 of 3)

ITEM DESCRIPTION SECTION #3	ESTIMATED YEARLY QUANTITY	UOM	UNIT PRICE	PER EACH ANNUAL COST
<b>POLICE POLO SHIRTS:</b>	<b>375</b>			
<u>5.11 "PERFORMANCE POLO" OR EQUAL</u>				
Standard Size		Each		
Non-Standard Size		Each		
Embroidered Badge on Shirt		Each		
Embroidered Name (First Initial, Last Name)		Each		
Embroidered "POLICE" on each Sleeve		Each		
<u>Blauer 8130 Short Sleeve Knit Shirt, StreetGear® OR EQUAL</u>		Each		
Standard Size		Each		
Non-Standard Size		Each		
Embroidered Badge on Shirt		Each		
Embroidered Name (First Initial, Last Name)		Each		
HBPD Patch sewn on each Sleeve		Each		

Section 3 Total: \_\_\_\_\_

(Sections 1 – 3) Grand Total: \_\_\_\_\_

**THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE ITEM QUANTITIES FOR PROJECT TO MEET ITS AVAILABLE BUDGET USING THE UNIT PRICES PROVIDED ABOVE.**



**FORMS**

**ALL FIRMS' MUST COMPLETE, SIGN AND RETURN ALL FORMS  
WITH THE FIRM'S SUBMITTAL.**

**CHECK LIST: [ ✓ ]**

	<b>DOMESTIC PARTNERSHIP CERTIFICATION FORM</b>
	<b>DRUG-FREE WORKPLACE FORM</b>
	<b>BID/TENDER FORM</b>
	<b>PUBLIC ENTITY CRIME FORM</b>
	<b>SUPPLEMENT TO BID/TENDER FORM</b>



**CITY OF HALLANDALE BEACH  
DOMESTIC PARTNERSHIP CERTIFICATION FORM**

**This form must be completed and submitted with your firm's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement means** a requirement for City of Hallandale Beach Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with the City of Hallandale Beach, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- 1. The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- 2. The firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption:  
**(Check only one box below):**
  - The firm's price for the contract term awarded is \$50,000 or less.
  - The firm employs less than five (5) employees.
  - The firm does not provide benefits to employees' spouses nor spouse's dependents.
  - The firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - The firm is a government entity.
  - The contract is for the sale or lease of property.
  - The covered contract is necessary to respond to an emergency.
  - The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, \_\_\_\_\_, \_\_\_\_\_  
Name of authorized Officer per Sunbiz Title

**CITY OF HALLANDALE BEACH  
DOMESTIC PARTNERSHIP CERTIFICATION FORM (CONTINUED)**

of \_\_\_\_\_  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_ BY \_\_\_\_\_

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

\_\_\_\_\_  
(type of ID)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Commission expires

\_\_\_\_\_  
Print Name of Notary Public

Seal Below:

**00130. DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through I implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE:	BIDDER'S SIGNATURE:
-------	---------------------

**00300. BID/TENDER FORM**

<b>SUBMITTED BY:</b>
<b>DATE:</b>

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully of all conditions pertaining to the place where the work is to be done; that he has examined the Bid Project Document and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that he has satisfied himself about the work to be performed; and that he has submitted the required Bid Guaranty and the Small Disadvantaged Business Enterprise forms (if required) and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Hallandale Beach, a political subdivision of the State of Florida, on the form attached hereto, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the work covered by this bid and other Contract Documents for the project entitled: **BID #FY 2012-2013-008: POLICE DEPARTMENT UNIFORMS PURCHASE.**

The undersigned further agrees that the Bid Guaranty accompanying the bid shall be forfeited if he fails to furnish the required a Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of Award. The Notification of Award is the day Commission meeting is held to award the contract. The Procurement Department will notify the awarded firm of this date via a letter.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the CITY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two years from doing business with CITY; except as stated below:


ADDENDUM ACKNOWLEDGEMENT is hereby made of the following addenda (identified by number) received since issuance of the Bid Project Document:

ADDENDUM NUMBER:	DATE ISSUED:

Attached is a Bid Bond for the sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

NAME OF BIDDER:	
ADDRESS:	
CITY:	
STATE:	
ZIP CODE:	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	
TYPE OR PRINT SUNBIZ AUTHORIZED PERSON NAME:	
SOCIAL SECURITY NO. OR FEDERAL ID NUMBER:	
BRADSTREET NO.: (IF APPLICABLE)	

\_\_\_\_\_

If a partnership, name and addresses of partners:


Sign below if not incorporated)

\_\_\_\_\_  
(Type or Print Name of Bidder)

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_  
(Type or Print Name of Signed Above)

(Sign below if incorporated)

\_\_\_\_\_  
(Type or Print Name of Corporation)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type or Print Name Signed Above)

Incorporated under the laws of the State of: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Type or Print Name of Signed Above)

**00320. PUBLIC ENTITY CRIME FORM**

**NOTICE TO BIDDERS**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2)(a),  
FLORIDA STATUTES, PUBLIC ENTITY CRIME INFORMATION**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, suppliers, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

BY:
TITLE:
SIGNED AND SEALED
DAY OF _____, 2013

**00400. SUPPLEMENT TO BID/TENDER FORM  
(QUESTIONNAIRE SHOULD BE SUBMITTED WITH BID)**

**QUESTIONNAIRE**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1.	How many years has your organization been in business as a Contractor?
2.	What is the last project of this nature that you have completed?
3.	Have you ever failed to complete the work awarded to you? If so, where and why?
4.	Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. For each project provide the name of company/owner/business for which the services were provided, contact name of individual and his or her role/title, address of the company, and telephone number and correct email address. The City will review references.



5.	List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures).
----	--

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion To Date

(Continue list on insert sheet, if necessary)

6.	Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?
7.	Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

8.	What equipment do you own that is available for the work?
9.	What equipment will you purchase for the proposed work?
10.	What equipment will you rent for the proposed work?

---

11.	State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
12.	State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a trade name, state the names of the individuals who do business under the trade name).
12.1	The correct name of the Bidder is
12.2	The business is a (Sole Proprietorship); (Partnership); (Corporation).
12.3	The address of principal place of business is
12.4	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:



---

12.8	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification number; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
12.9	List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor or organization(s) were defendants.
12.10	Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

**00310. BID BOND**

Bid Bond will be inserted here.

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

\_\_\_\_\_  
**(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)**

**for**

\_\_\_\_\_  
**(TYPE BID AND/OR RPF # AND/OR PROJECT NAME)**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

\_\_\_\_\_, a Florida corporation, hereinafter referred to as "CONTRACTOR." (MAKE SURE THAT THE SUNBIZ FIRM'S NAME IS TYPED HERE)

WHEREAS <ADD WHEREAS CLAUSES BY STATING THE NEED AND PURPOSE FOR THE AGREEMENT >

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**TERM**

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on \_\_\_\_\_; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law. The contract will not exceed the expenditure of \$50,000 during any fiscal year. NOTE – CITY MANAGER'S PURCHASING AUTHORITY IS \$50,000 THEREFORE IF THE CONTRACT EXCEEDS THIS AMOUNT COMMISSION APPROVAL IS NEEDED. IF NOT SURE PLEASE CONTACT THE PROCUREMENT DEPARTMENT.

NOTE – THE TERM OF THE AGREEMENT MAY AUTO RENEW IF PURCHASING POLICY ALLOWS. YOUR DEPARTMENT NEEDS TO DISCUSS WITH THE PROCUREMENT DPEARTMENT IF NOT SURE HOW TO COMPLETE THIS SECTION



---

**ARTICLE 2**  
**SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY has employed the CONTRACTOR to provide <WRITE OUT THE SCOPE OF WORK CONTRACTOR WILL PERFORM IN DETAIL, INCLUDING THE TIME FRAME AND MILESTONES; THE SCOPE CAN ALSO BE ATTACHED AS AN EXHIBIT.>

The work to be provided includes the scope of work in Bid # FY 2012-2013-008 – Police Department Uniforms Purchase and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

Community Benefit Plan – only applicable if the project cost is over \$1 million.

CONTRACTOR shall comply with the Community Benefit Plan (CBP) attached hereto as Exhibit “B”.

A form shall be developed by the CONTRACTOR and provided to the Project Manager, called Exhibit “D” which must be utilized to track the work force utilized for the CBP. Exhibit D shall be submitted to the Project Manager monthly at a day and time as agreed.

Weekly reporting and monthly meetings will be held between the CITY and the CONTRACTOR to review and monitor the compliance of the CBP. Non-compliance of the CBP will result in up to \$25,000 in payment due to be held by CITY until compliance is reached.

Domestic Partner Benefits Requirement

As part of the RFP CONTRACTOR certified, by providing the Domestic Partnership Certification Form, that upon award of a Contract it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (v) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (vi) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (vii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (viii) The City may retain all monies due or to become due until the Contractor complies with this section.

---

**Local City of Hallandale Beach Vendor Preference**

If award of contract is being made to a non-City of Hallandale Beach local Vendor, as defined per Ordinance No. 2013-03 Procurement, Section 23-3, and the non-local CONTRACTOR was awarded this Agreement as a result of CONTRACTOR identifying Tier 1, Tier 2 or Tier local vendors, the information submitted delineating each specific element of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value must be made part of the is Agreement as Exhibit C.

**ARTICLE 3**  
**INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their

officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

#### **ARTICLE 4** **PERSONNEL**

**4.1 Competence of Staff.** In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

#### **ARTICLE 5** **INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

##### **5.1. MINIMUM SCOPE OF INSURANCE**

- A. Commercial General Liability, including:
  - 1. Premises and Operations.
  - 2. Products and Completed Operations.
  - 3. Blanket Contractual Liability,
  - 4. Independent CONTRACTORs.

5. Broad Form Property Damage.
6. Personal Injury Liability.
7. Incidental Medical Malpractice.
8. Fire Legal Liability

- B. Auto Liability Insurance
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.

5.2. **MINIMUM LIMITS OF INSURANCE**

- A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- B. Auto Liability

\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.

- C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

### 5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

### 5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale Beach. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a

claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. **ACCEPTABILITY OF INSURANCE COMPANY**

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

## 5.6 **VERIFICATION OF COVERAGE**

### A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

### B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

## 5.7 **COVERAGE CONTINUATION:**

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

## 5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTORS shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All coverages for subcontractors shall be subject to all the requirements stated herein.

---

**ARTICLE 6**  
**COMPENSATION**

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses. The contract will not exceed the expenditure of \$50,000 during any fiscal year. **NOTE – CITY MANAGER'S PURCHASING AUTHORITY IS \$50,000 THEREFORE IF THE CONTRACT EXCEEDS THIS AMOUNT COMMISSION APPROVAL IS NEEDED. IF NOT SURE PLEASE CONTACT PROCUREMENT.**

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY. **<DEPARTMENTS ARE TO SPECIFY METHOD OF BILLING AND PAYMENT IF DIFFERENT FROM ABOVE, DISCUSS WITH FINANCE IF NECESSARY>**

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.



6.4 Payment shall be made to CONTRACTOR at:

---

---

---

---

**ARTICLE 7**

**TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

## **ARTICLE 8** **MISCELLANEOUS**

### **8.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

### **8.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida

---

Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

### 8.3 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act

defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 **THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**  
City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

---

**With Copy to:**

Name of Director

Attn: Department Name

Department Address

Hallandale Beach, FL 33009

**And:**

City Attorney

400 South Federal Highway

Hallandale Beach, FL 33009

**Contractor:**

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

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

#### 8.8 **CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

#### 8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**8.12 JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**8.13 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

**8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits \_\_\_\_\_ are hereby incorporated into and made a part of this



---

Agreement. <IF THERE ARE EXHIBITS PLEASE PROVIDE THEM WITH THE CONTRACT AND LIST/NAME THEM HERE. IF THERE ARE NO EXHIBITS WRITE N/A>

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**ARTICLE 9**

**NONDISCRIMINATION, EQUAL OPPORTUNITY**

**AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

---

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, signing by and through its City Manager, duly authorized to execute same, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, (name of contractor) (title of authorized officer) duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
Renee C. Miller, CITY MANAGER

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
V. Lynn Whitfield, CITY ATTORNEY

---

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

**CONTRACTOR**

ATTEST:

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

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(If not incorporated sign below).

**CONTRACTOR**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**