

**CITY OF HIALEAH  
FLORIDA  
SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS**



***UNIFORMS***

**BID NO. 2009/10-8500-36-016**

**BID DOCUMENTS  
PREPARED BY:  
PURCHASING DIVISION**

## **TABLE OF CONTENTS**

- I. ADVERTISEMENT FOR BIDS**
- II. CITY OF HIALEAH BIDDERS INVITATION TO BID; TERM CONTRACT BIDDER ACKNOWLEDGMENT**
- III. INSTRUCTIONS TO BIDDERS**
- IV. GENERAL TERMS AND CONDITIONS**
- V. SPECIFICATIONS**
- VI. PROPOSAL**
- VII. ASSIGNMENT**
- VIII. DISCLOSURE AFFIDAVIT**
- IX. NON-COLLUSION AFFIDAVIT**
- X. SWORN STATEMENT ON PUBLIC ENTITY CRIMES**
- XI. INSURANCE**
- XII. ENDORSEMENT**
- XIII. INSURANCE CHECKLIST**
- XIV. STATEMENT OF BIDDER'S QUALIFICATIONS**

**CITY OF HIALEAH**

**ADVERTISEMENT**  
**and**  
**REQUEST FOR BIDS**

Sealed, written bids will be received by the Office of the City Clerk of the City of Hialeah, Florida, 501 Palm Avenue until **11:00 A.M.**, on **Tuesday, September 22<sup>ND</sup>, 2009** at which time all bids will be publicly opened and read aloud in the Council Chambers, 3rd Floor, for furnishing the following:

**UNIFORMS**  
**BID NO. 2009/10-8500-36-016**

Contract documents, drawings, specifications and proposal forms for all bids may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4<sup>TH</sup> Floor, Hialeah, Florida, by calling Carlos F. Lopez at (305) 883-5846, by email to: [CLopez@hialeahfl.gov](mailto:CLopez@hialeahfl.gov), or by visiting our website at: <http://www.hialeahfl.gov> under departments OMB/Purchasing.

Bids shall be submitted in sealed envelopes and shall bear on the face, thereof, the Bid Number, and the complete name and address of the bidder.

The City of Hialeah reserves the right to reject any and all bids, or to waive any informality in the bidding. Bids may be held by the City of Hialeah for a period not to exceed thirty (30) days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

The City of Hialeah reserves the right to accept, or reject bids on each item separately or as whole.

CITY OF HIALEAH, FLORIDA

Advertisement Date:  
**September 7<sup>TH</sup>, 2009**

Michael Flores  
Purchasing Director

<b>SUBMIT BIDS TO:</b>		<b>CITY COUNCIL CITY OF HIALEAH 501 PALM AVENUE HIALEAH, FL 33010</b>		<b>CITY OF HIALEAH INVITATION TO BID TERM CONTRACT Bidder Acknowledgment</b>	
Page 1 of 3	Telephone Number  (305) 883-5846	Mailing Date  September 4, 2009	Bid No.  2009/10-8500-36-016		
<b>Bid will be opened:</b>  September 22, 2009  And may not be withdrawn within 30 DAYS After such date and time. 11:00 A.M.		<b>Bid Title</b>  UNIFORMS			
All awards made as a result of this bid shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances			Reason for "no bid"		
NAME OF VENDOR		AREA CODE	TELEPHONE NUMBER		
MAILING ADDRESS		BUSINESS ADDRESS			
CITY – STATE – ZIP CODE		WHEN REQUIRED, BOND OR CASHIER'S OR CERTIFIED CHECK IS ATTACHED IN THE AMOUNT OF \$ _____			
I certify that this bid is made without prior understanding agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and with-out collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.		_____			
		<b>AUTHORIZED SIGNATURE (MANUAL)</b>			
		<b>AUTHORIZED SIGNATURE (TYPED) TITLE</b>			

## GENERAL CONDITIONS

**BIDDER:** To insure acceptance of the bid, follow these instructions.

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope) The face of the envelope shall contain, in addition the above address, the date and time of bid opening and the bid title. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorize representative in the space provided above the company name and bid title must also appear on each page of the bid as required.
2. **NO BID:** If not submitting a bid, respond by returning this form, marking it "No Bid", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the bid mailing list. Note: To qualify as a respondent , bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.
3. **BID OPENING:** Shall be at a public opening commencing at the regular time and date specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. Bid files may be examined during normal working hours by appointment.
4. **PROOF OF CAPABILITY:** The bidder may be required before the award of any contract, to show to the complete satisfaction of the City Council that he has the necessary facilities, ability and financial resources to perform the bid requirements in a satisfactory manner and he may be required to show past history and references which will enable the City Council to satisfy itself as to his qualifications

5. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the bidder uses any design, device, or materials covered, by letter, patent or copyright, if is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.
6. **RATE OF WAGES:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor or subcontractor, shall not be less than the prevailing rate of wages for similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.
7. **PRICES TERMS AND PAYMENT:** Firm prices shall be quoted: typed or printed in ink and include all packing, handling and shipping charges, unless otherwise stipulated. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - (a) **TAXES:** The City of Hialeah does not pay Federal Tax, Transportation Tax or State Tax. See exemption numbers on face of purchase order.
  - (b) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment: however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
  - (c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
  - (d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers, where applicable, shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
  - (e) **SHIPPING CHARGES:** When items are to be delivered or shipped to the City of Hialeah, bid shall reflect that these items are F.O.B. destination.
  - (f) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
  - (g) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of a properly certified invoice to the ordering agency at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods. Contractor(s) shall insure that the invoice is legible, submitted with the correct price(s) and include the purchase order number.
8. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications. **YOUR BID, LACKING ANY WRITTEN INDICATION OF INTENT TO QUOTE AN ALTERNATE BRAND, WILL BE RECEIVED AND CONSIDERED AS A QUOTATION IN COMPLETE COMPLIANCE WITH THE SPECIFICATIONS.**
9. **AWARDS** As the best interest of the City may require the right is reserved to make award(s) by individual item, groups of items, all or none, or a combination thereof, to reject any and all bids or waive any minor informality or technicality in bids received
10. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the spaces provided on the bid form. Further as may be specified elsewhere, each bidder must submit with his proposal cuts, sketches, and descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with these requirements are subject to rejection.
11. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and title. Failure to comply with this condition will result in bidder waiving his right to dispute the bid specifications.
12. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
13. **SAMPLES:** Samples of items, when called for must be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid title and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Hialeah.

14. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date (s) in bid, purchase order or specifications may result in bidder being found in default in which event any and all reprourement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
  - (a) Supplier's name being removed from the City's vendor mailing list.
  - (b) All City departments being advised not to do business with the supplier without written approval from City Purchasing.
15. **INSPECTION ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering department of the City, unless loss or damage results from negligence by the City.
16. **RESTRICTIONS:** In the event any restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item(s) or services offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify City Purchasing at once, indicating in his letter the specific regulation which requires an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City
17. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Hialeah.
18. **CANCELLATION:** All contract obligations shall prevail until the end of each City fiscal year, September 30<sup>th</sup>. For the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
19. **ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal quantity requirements arise, the City reserves the right to solicit separate bids thereon. Such bids shall be solicited only upon prior approval of City Purchasing.
20. **EXTENSION:** The City reserves the option to extend the period of this contract or any portion thereof, for an additional contract period. Extension of the contract period shall be by mutual agreement in writing.
21. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising.
22. **SUMMARY OF TOTAL SALES:** The bidder agrees to furnish City Purchasing a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions. Written justification must be submitted with this bid if this requirement cannot be met.
23. **LIABILITY:** The supplier shall hold and save the City of Hialeah, its officers, agents ,and employees harmless from liability of any kind in the performance of this contract.
24. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this invitation to Bid, General Conditions.
25. **SPECIFICATION SILENCE:** Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretation of the Specifications shall be made upon this statement.
26. **CONDUCT OF OPERATIONS:** If providing maintenance service, the contractor shall conduct its operation in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to the public; keep the sound level of its operation as low as practicable; and within reason, control the conduct and appearance of its employees, invitees and of those doing business with it. Upon objection from the City concerning conduct, demeanor and appearance of any persons, the contractor shall immediately take all reasonable steps to remove the cause of the objection.
27. **ASSIGNMENT OF ANTI-TRUST CLAIMS TO CITY:** Bidders who are dealers, distributors, etc. and who are offering commodities manufactured by others shall complete the attached assignment form and return it with their bid. Failure to agree to this assignment shall subject the bid to rejection.

**NOTE: THE GENERAL CONDITIONS, AS ITEMIZED, AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE CITY OF HIALEAH, AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES, AND THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE BIDDER AS ARE CONTAINED HEREIN.**

CITY OF HIALEAH

CONTRACT/PURCHASE ORDER NUMBER

BID NO: \_\_\_\_\_

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

BID TITLE: \_\_\_\_\_

\_\_\_\_\_

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

EFFECTIVE: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### SEALED BID MAILING INSTRUCTIONS:

Each bid returned to this office must have clearly marked on the face of the envelope the following information:

- |                            |                       |
|----------------------------|-----------------------|
| 1. Sealed Bid Number       | 2. Title of the Bid   |
| 3. Opening Date of the Bid | 4. Bidder's Firm Name |

**THE ENCLOSED BID RETURN ENVELOPE SHOULD BE USED WHENEVER POSSIBLE. BIDS NOT COMPLYING WITH THE ABOVE INSTRUCTIONS WILL NOT BE CONSIDERED.**

The City of Hialeah "Invitation to Bid Term Contract Bidder Acknowledgment" form, "Assignment" form, "Sworn Statement" form, "Non Collusion Affidavit" form, and "Disclosure Affidavit" form, must accompany the "Bid" form completed.

The bidder must furnish a statement giving a complete description of all points wherein the equipment he proposes to furnish does not comply with the specifications. Failure to furnish such a statement will be interpreted to mean that the vendor agrees to meet all requirements of the specifications.

Bidder will state delivery time in his proposal.

All quotations and proposals must be signed in all appropriate spaces with the Firm name and by an officer or employee having authority to bind the Company or Firm by his signature.

To be retained on the active bidder's list, bidder **MUST** respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the Bidder's Acknowledgment Form of the bid proposal indicating reason for "No Bid" at this time. Failure to respond to bid invitations could result in automatic removal from the bidder's list.

The City of Hialeah reserves the right to accept or reject bids on each item separately, or as a whole.

**NOTE:** Where an "or equal" is called for in the specifications, the City of Hialeah will be the sole judge on accepting the item as an equal.

## **GENERAL TERMS AND CONDITIONS OF INVITATION TO BID**

### **CONTENTS OF BID**

#### **A. GENERAL CONDITIONS**

Bidders are required to submit their proposals in conjunction with the following express conditions:

1. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City, or the compensation to the vendor.
3. Bidders are advised that all City contracts are subject to all legal requirements provided for in the Purchasing Ordinance, and / or State and Federal Statutes.

#### **B. DESCRIPTION OF SUPPLIES**

1. Any manufacturer's names, trade names, brand names, or catalog number used in the specifications are for the sole purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal quality.
2. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
3. When bidding an approval, equal bidders will submit with their proposal, two (2) complete sets of necessary data (factory information sheets, specification, brochures, etc.) in order for The City of Hialeah to evaluate and determine the quality of the bid item(s).

**GENERAL TERMS AND CONDITIONS**  
**PAGE 2**

4. Bidders must indicate any variances to the Specifications, Terms and Conditions, no matter how slight.
5. The City of Hialeah shall be the sole judge of equality and its decision shall be final.

**C. VARIANCES IN TERMS AND CONDITIONS**

Where there appears to be variances or conflicts between these General Terms and Conditions and the "Special Conditions" outlined in the Bid Package, Special Conditions in the Bid Package shall prevail.

**D. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS**

Any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification (s) for any item. If bids are based on equivalent products, indicate any deviation from the specifications. Your bid, lacking any written indication of intent to quote an alternate brand, will be received and considered as quotation in complete compliance with specifications.

## **SPECIFICATIONS**

1. Only garments made in the U.S.A. are acceptable.
2. All clothing shall be of new materials.
3. All garments will be delivered to the Department individually by employee name. Packing in bulk is unacceptable.
4. Bids must specify if there will be any extra charge for extra large sizes.
5. All employees will be individually measured for a proper fit by the successful vendor after an award of bid.
6. All uniforms that do not properly fit will be altered and/or exchanged at no additional cost.
7. Shirt prices are to be quoted for long sleeve and short sleeve.
8. All long sleeve lengths shall be available in regular length as well as long length at no additional cost.
9. All stress points, including but not limited to pocket openings, crotch at base of fly, outlets, belt loops at top and bottom, shall be bar tacked sufficient to insure long wear.
10. All pants zippers are to be heavy duty.
11. All pants are to be provided with finished bottoms as ordered.
12. Entire order must be delivered complete and accepted prior to payment. There will be no partial payments for incomplete orders.
13. Choice of Uniform colors must match those already in use by the various departments.
14. All Field Crew shirts are to be stitched and contain City of Hialeah Logo, the Employees last name, and first name initial, and department name. Supervisory Shirts will be stitched as stated in the supervisory specifications or at the departments' discretion.
15. No bid may be withdrawn thirty (30) days after the scheduled closing time for receipt of bids.
16. Proposals must be as stated in the specifications. Cost of the various items must be individually stated.

17. The time required delivering to the City Departments after notification of award from the City should be stated.
18. The vendor is to warranty the workmanship of the garments and indicate their proper maintenance requirements.
19. All order must be filled within 14 calendar days from the date of the order. This is a material requirement of bid.
20. The City of Hialeah is exempt from state and federal taxes.

**Departments**

**Locations**

City Clerk	City Hall 501 Palm Avenue 3 <sup>RD</sup> Floor
Communications & Special Events	20 E 6 Street
Community Development	City Hall 501 Palm Avenue
Building	2 <sup>ND</sup> Floor
Code Compliance	1 <sup>ST</sup> Floor
Occupational License	1 <sup>ST</sup> Floor
Planning & Zoning	2 <sup>ND</sup> Floor
Construction & Maintenance	900 East 56 <sup>TH</sup> Street, Bldg #1
Education & Community Services	
JFK Library	190 W 49 <sup>TH</sup> Street
Finance	City Hall 501 Palm Avenue 3 <sup>RD</sup> Floor
Grants & Human Services	City Hall 501 Palm Avenue 1 <sup>ST</sup> Floor
Human Resources	City Hall 501 Palm Avenue 3 <sup>RD</sup> Floor
Information Technology	City Hall 501 Palm Avenue 2 <sup>ND</sup> Floor
Law Department	City Hall 501 Palm Avenue 4 <sup>TH</sup> Floor
Mayor's Office	City Hall 501 Palm Avenue 4 <sup>TH</sup> Floor
Office of Management & Budget	City Hall 501 Palm Avenue 4 <sup>TH</sup> Floor
Purchasing Division	City Hall 501 Palm Avenue 4 <sup>TH</sup> Floor
Recreation & Community Services	900 East 56 <sup>TH</sup> Street, Bldg #4
Retirement	City Hall 501 Palm Avenue 3 <sup>RD</sup> Floor
Risk Management	City Hall 501 Palm Avenue 3 <sup>RD</sup> Floor
Solid Waste	900 East 56 <sup>TH</sup> Street, Bldg #2
Streets	900 East 56 <sup>TH</sup> Street, Bldg #4
Water & Sewers	3700 W 4 <sup>TH</sup> Avenue

**\*At the City's Discretion Departments may be added at the same prices as bid was awarded.**

## **MENS PANTS**

### **Edwards (2630)**

All Cotton Wrinkle Resistant  
Pleated Fronts  
100% Cotton; 8.0 oz. Wt  
Button Closure with Brass-Zipper  
Two Front Pockets; Two Back Pockets  
Full Cut Straight Leg  
Ban-Rol Waistband  
Machine Washable

### **Dickies (LP700)**

Permanent Press  
Flat Front  
65% Polyester/35% Cotton  
Crotch Gusset  
Reinforced front pockets  
7-3/4 oz Vat Dyed Twill  
Expanded comfort waistband  
Multi-use side pocket

### **Dickies (LP710)**

Permanent Press  
Pleated Front  
65% Polyester/35% Cotton  
Crotch Gusset  
Reinforced front pockets  
7-3/4 oz Vat Dyed Twill  
Multi-use side pocket

**Eagle (PTBDC)**

Two Front pockets; two Back pockets

Flat Front

65% Polyester 35% Cotton

Bar Tacked at all stress points

Rugged 7.5 oz Durable Press Twill

Inner-lined Waistband, Brass Zipper

**Blue Generation (BG8000P)**

Two back Pockets w/button

Angled front side pockets

Brass Zipper / Button Waistband closure

Pleated Front

60 Cotton/40 Polyester; 7.25 oz

Treat with DuPont Teflon Fabric Protector

Wrinkle & Stain Resistant

**Edwards (2695)**

Two Front Pockets; Two set-in back Pockets

Hook and eye closure with brass zipper

100% Polyester; 10/10.5 oz. Wt.

Rubberized waistband

Machine Washable

## **MENS SHORTS**

### **Eagle (PTBSDC)**

Full Cut

Brass Zipper

2 Front and 2 Back Pockets

7.5 oz Twill

65% Polyester / 35% Cotton

Durable Press

### **Edwards (2430)**

Pleated Short, 8" Inseam

Button Closure with Brass Zipper

2 Front Pocket and 2 Back Pockets

100% Cotton; 8.0 oz

Ban-Rol Waistband

### **Blue Generation (BG-8002S)**

Pleated Front

Expandable Elasticized side Waistband

60% Cotton / 40% Polyester Blend

7.25 oz

Wrinkle & Stain Resistant

Button waistband Closure

Angle Front side Pockets

2 set in back pockets w/button

Brass Zipper

## **SHIRTS (Polo)**

### **Blue Generation (BG-7203)**

Teflon Treated Pique  
65% Poly / 35% Cotton  
Stain Resistant  
Curl Free Collar  
Patch Pocket  
Extra Durable  
Treated with DuPont Teflon Fabric Protector  
Rib Knit Collar & Cuffs  
Bone Horn Buttons

### **Edwards (1451-Polo)**

50% cotton/50% Polyester; 5.4 oz wt.  
Chest Pocket  
Heavy- Duty Pique Mesh  
Vat-dyed for great color retention  
Relaxed Fit  
Hemmed Sleeve  
Teflon soil—release Finish

## **Shirt Long & Short Sleeves**

### **Edwards (1077-Long Sleeves)**

60% Cotton /40% Polyester

4.4 oz. wt.

Wrinkle-less easy care finish

Left chest Pocket

Box pleat Back

Button Down Collar

Dual Sleeve Lengths

Versatile Alpha Sizing

### **Edwards (1027-Short Sleeves)**

60% Cotton /40% Polyester

4.4 oz. wt.

Wrinkle-less easy care finish

Left chest Pocket

Box pleat Back

Button Down Collar

Dual Sleeve Lengths

Versatile Alpha Sizing

### **Edwards (1210-Flyer Shirt)**

65% Polyester / 35% Cotton Poplin

4.25 oz. wt.

Long or Short sleeve with no badge tab

Men's with dual sleeve Length

Two flap pockets with matching buttons and pencil opening

Two button adjustable cuffs

Seven button placket front with matching buttons and two functional epaulets

Point Collar

**Blue Generation (7216-Poplin)**

65% Polyester / 35% Cotton Blend

Light weight 5.5 oz.

Stain Release

Wrinkle & crease resistant

Button Down collar

Double back Yoke

2 side Back Pleats

Patch Pocket

Hemmed Sleeves

Adjustable Cuffs

**Blue Generation (7216S-Poplin)**

65% Polyester / 35% Cotton Blend

Light weight 5.5 oz.

Stain Release

Wrinkle & crease resistant

Button Down collar

Double back Yoke

2 side Back Pleats

Patch Pocket

Hemmed Sleeves

**Industrial Shirts**

**Eagle (SHDC-Long Sleeve)**

65% Polyester 35% Cotton

4.25 oz Durable Press Poplin

5 Buttons with Gripper at Neck

Two Button through Pockets

Lined collar with Stay

**Eagle (SHHDC-Half Sleeve)**

65% Polyester 35% Cotton  
4.25 oz Durable Press Poplin  
5 Buttons with Gripper at Neck  
Two Button through Pockets  
Lined collar with Stay

**Dickies (549-Short Sleeve)**

Heavyweight Cotton Shirt  
100% Cotton  
8-1/2 oz Twill  
Generous fit across shoulder and sleeve lengths  
Doghouse Sleeve plackets  
Extra Long Tail  
Wrinkle Resistant

**Dickies (549CS-Long Sleeve)**

Heavyweight Cotton Shirt  
100% Cotton  
8-1/2 oz Twill  
Generous fit across shoulder and sleeve lengths  
Doghouse Sleeve plackets  
Extra Long Tail  
Wrinkle Resistant

## **TEE-SHIRTS LONG & SHORT SLEEVE**

### **Gildan (G200-Short Sleeve)**

100% Cotton, 6.1 oz preshrunk

Double-needle stitching throughout

Seamless topstitched collar

Taped neck and shoulders

Ash is 99% Cotton, 1% Polyester

Sport Grey is 90% Cotton, 10% polyester

Heather Cardinal, Dark Heather and Heather indigo are 50% Cotton, 50% Polyester

### **Gildan (G240-Long Sleeve)**

100% Cotton, 6.1 oz Preshrunk

Double-needle stitching throughout

Taped neck and shoulders

## **WOMENS PANTS & SHORTS**

### **Edwards (8470)**

Two Front Pockets

One Set-in back Pockets

Button closure with brass zipper

Laundry friendly

Blended Chino Pleated Pants

65% Polyester/35% Cotton; 7.5 oz. wt.

Moisture Wicking

Wrinkle Resistant

Stain Release

**Blue Generation (BG-6000P)**

Angle Front Pockets

2-Sets Back Pockets

Hook & Eye waistband closure

Nylon coil Zipper

Pleated Front

60% Cotton/40% Poly blend; 7.25 oz wt.

Treated w/Dupont Teflon Fabric protector

**Edwards (8470)**

Two Front Pockets

One Back Pocket

Button Closure with Brass Zipper

Pleated Shorts

7.6" Inseam

Laundry Friendly

65% Polyester/35% Cotton; 7.5 oz wt.

**Blue Generation (6002S)**

Pleated Front

Angled Front side Pockets

Two Set in Back Pockets

Hook & Eyed Waistband Closure

Nylon Coil Zipper

Relaxed Fit

Wrinkle & Stain Resistant

Treated with DuPont Teflon Fabric Protector

## **SKIRTS**

### **Edwards (9715)**

Medium, 25" Length

Zipper Fly Front

Two Stylish Front Pockets

One Decorative Back Pocket

65% Polyester / 35% Cotton; 7.5 oz. wt.

## **SHIRTS (POLOS)**

### **Blue Generation (BG6203)**

Teflon Treated Pique

65% Poly / 35% Cotton

5.7 ounce

Stain Resistant

Curl Free Collar

Patch Pocket

Extra Durable

Treated with DuPont Teflon Fabric Protector

Rib Knit Collar & Cuffs

Bone Horn Buttons

### **Edwards (5440-Polo)**

Prewashed 100% Cotton; 6.5 oz. wt.

Soil Repellent finish

No Pockets

Two wood tone button placket

Machine Washable

## **SHIRTS (POPLIN)**

### **Blue Generation (BG-6218)**

58% Cotton / 39% Polyester / 3% Spandex Blend

$\frac{3}{4}$  Sleeve with turn-up Cuffs

4.5 ounces

Stain Release / Wrinkle Resistant

Curved side panels for feminine look

Soft touch finish

Double back yoke

Pearlized Buttons

## **ACCESSORIES**

### **CAPS & HATS**

#### **BX-001 (UNCONSTRUCTED CAP)**

6-Panel Brushed Twill Unconstructed Cap

100% Brushed Cotton Twill

Low Profile

Sewn eyelets

Self-fabric closure with D-Ring slider and tuck- in strap

One Size fits most

#### **6019 (BIO WASHED CHINO TWILL BUCKET HATS)**

100% Bio-Washed Chino Cotton

Un constructed

## **JACKETS**

### **201A LINED COACHES JACKET**

Nylon taffeta shell with kasha lining

Byron collar. Raglan sleeves with elastic cuffs

Drawstring at bottom

Slash pockets

Water repellent

# PROPOSAL

**CITY CLERK'S OFFICE  
HIALEAH, FLORIDA**

**DATE SUBMITTED \_\_\_\_\_  
BID # 2000-027**

Gentlemen:

The undersigned submits this bid for the Uniforms as noted in the instructions and specifications for the sum as follows:

---

<u>MENS PANTS</u>	<u>PRICE</u>
Edwards Men's Pleated Pants (2630)	\$ _____
44+ Sizes	\$ _____
Dickies Men's Flat Front Pants (LP700)	\$ _____
44+ Sizes	\$ _____
Dickies Men's Pleated Pants (LP710)	\$ _____
44+ Sizes	\$ _____
Eagle Men's Flat Front Pants (PTBDC)	\$ _____
44+ Sizes	\$ _____
Blue Generation Men's Pleated Pants (8000P)	\$ _____
44+ Sizes	\$ _____
Edwards Men's Pleated Pants (2695)	\$ _____
44+ Sizes	\$ _____
 <u>MENS SHORTS</u>	
Eagle Men's Flat Front Shorts (PTBSDC)	\$ _____
Plus Sizes	\$ _____
Edwards Men's Pleated Shorts (2430)	\$ _____
Plus Sizes	\$ _____
Blue Generation Men's Flat Front Shorts (8002S)	\$ _____
Plus Sizes	\$ _____
 <u>SHIRTS</u>	
Blue Generation Short Sleeve Polo Shirts (7203)	\$ _____
Plus Sizes	\$ _____
Edwards Short Sleeve Polo Shirts with Pocket (1451)	\$ _____
Plus Sizes	\$ _____
Edwards Long Sleeves Button Down Collar Shirt (1077)	\$ _____
Plus Sizes	\$ _____
Edwards Short Sleeves Button Down Collar Shirt (1027)	\$ _____
Plus Sizes	\$ _____
Edwards Short Sleeve Point Collar Shirt / Flyer Shirt (1210)	\$ _____
Plus Sizes	\$ _____
Blue Generation Long Sleeve Poplin Shirt (7216)	\$ _____
Plus Sizes	\$ _____
Blue Generation Short Sleeve Poplin Shirt (7216S)	\$ _____
Plus Sizes	\$ _____

**INDUSTRIAL SHIRTS**

Eagle Men's Industrial Long Sleeve Shirt (SHDC)	\$ _____
Plus Sizes	\$ _____
Eagle Men's Industrial Half Sleeve Shirt (SHHDC)	\$ _____
Plus Sizes	\$ _____
Dickies Men's Industrial Long Sleeve Shirt (549)	\$ _____
Plus Sizes	\$ _____

**TEE-SHIRTS LONG & SHORT SLEEVE**

Gildan Short Sleeve Cotton T-Shirt (G200)	\$ _____
Plus Sizes	\$ _____
Gildan Long Sleeve Cotton T-Shirt (G240)	\$ _____
Plus Sizes	\$ _____

**WOMENS PANTS & SHORTS**

Edwards Women's Pleated Pants (8670)	\$ _____
Plus Sizes	\$ _____
Blue Generation Women's Pleated Pants (6000P)	\$ _____
Plus Sizes	\$ _____
Edwards Women's Women's Pleated Shorts (8470)	\$ _____
Plus Sizes	\$ _____
Blue Generation Ladie's Flat Front Shorts (6002S)	\$ _____
Plus Sizes	\$ _____

**SKIRTS**

Edwards Ladie's Chino 25" Skirts (9715)	\$ _____
Plus Sizes	\$ _____

**SHIRTS (POLOS)**

Blue Generation Ladie's Pocketless Short Sleeve Polo Shirt (6203)	\$ _____
Plus Sizes	\$ _____
Edwards Women's Short Sleeve No Pocket Polo Shirt (5440)	\$ _____
Plus Sizes	\$ _____

**SHIRTS (POPLIN)**

Blue Generation Ladie's ¾ Sleeve Shirt (6218)	\$ _____
Plus Sizes	\$ _____
Big Accessories 6-panel Unconstructed Cap (BX-001)	\$ _____
Magic Headwear Bio Washed Chino Twill Bucket Hats (6019)	\$ _____

**JACKETS**

201A Lined Coaches Jacket  
Plus Sizes

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**EMBROIDERY**

Embroidery of City Seal Logo  
Embroidery of Name and/or Title

\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**SILK SCREEN**

One color, left chest, City Seal  
One color, back, full text only

\$ \_\_\_\_\_  
\$ \_\_\_\_\_



**ASSIGNMENT**

For, and in recognition of good and valuable considerations, receipt of which is hereby acknowledged, \_\_\_\_\_,  
Company Name

acting herein by and through \_\_\_\_\_,  
Individual Name

it's \_\_\_\_\_ and duly authorized agent,  
Title of Individual's Position

hereby conveys, sells, assigns and transfers to the City of Hialeah, Florida all rights, title and interest in and to all cause of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, related to the particular goods or services purchased or acquired by the City of Hialeah, Florida pursuant to \_\_\_\_\_.  
Identity of City Contract

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

**PURCHASING DIVISION  
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

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

The full legal name and business address\* of the person or entity contracting or transacting business with the City of Hialeah are:

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_  
-

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

If the contract or business transaction is with a corporation, the full legal name and business address\* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address\* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address\* shall be provided for each trustee and each beneficiary. All such names and addresses are:

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_  
-

The full legal names and business address\* of any other individual (other) than subcontractors, material men, suppliers, laborers, or lenders who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

\_\_\_\_\_  
-  
\_\_\_\_\_  
-

**Tax ID Number (F.E.I.N) or Social Security Number:** \_\_\_\_\_

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Print or Type Legal Name of Affiant)

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

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

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

\_\_\_\_\_  
Print/Type and Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_\_or Produced Identification \_\_\_\_\_

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

\*\*Post office box addresses not acceptable.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the prices in the attached Bids or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Print or Type Legal Name of Affiant)

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

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

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

\_\_\_\_\_  
Print, Type or Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\*Post office box addresses not acceptable.

**SWORN**  
**STATEMENT PURSUANT TO SECTION 287.133**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

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

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

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

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

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Print or Type Legal Name of Affiant)

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

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

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

\_\_\_\_\_  
Print, Type or Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

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

\*Post office box addresses not acceptable.

Form PUR 7068 (Rev. 03/07/97)

## **INSURANCE REQUIREMENTS**

See Insurance Check List for applicability to this contract.

The contractor shall be responsible for his work and every part thereof, for all materials, tools, appliances, and property of every description, connection therewith. He shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person property wherever located, resulting from any action or operation under contract or in connection with the work.

The contractor shall, during the continuance of the work under this contract including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amount prescribed by the City to protect the contractor in the interest of the City against all risks of injury to person (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work.

Any additional coverage required as indicated on Insurance Check List is part of this contract.

Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least A: X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement to save and hold harmless the City from any liability or damage whatsoever in accordance with the following form endorsement which forms a part of this contract.

When naming the City of Hialeah as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

## ENDORSEMENT

The insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

“The contractor hereby agrees to indemnify and hold harmless the City of Hialeah, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of **\$300,000** for each occurrence with an aggregate of **\$300,000** per the litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omissions or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Hialeah, its officers, agents, and employees, as determined by court of competent jurisdiction. The contractor shall specifically and distinctly assume all responsibility for reporting any and all operations performed or to be performed under any existing contract made by or on behalf of the assured and the City of Hialeah.

It is understood and agreed that \_\_\_\_\_ (Firm Name) is at all times herein acting as an independent contractor”.

Original, signed Certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the contractor, before work is started, with the City of Hialeah Economic & Community Development Office. The certificate must state Bid Number and Title.

Products and Completed Operations Liability shall be provided for as stated in the Insurance Check List.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Hialeah.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written justifying the termination thereof.

Compliance by the Contractor and all 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 heading or under any other Section of Provisions of this contract.

The minimum limits of General Liability insurance are prescribed as follows:

1. GENERAL LIABILITY

**\$300,000** Combined Single Limit Bodily Injury and Property Damage each occurrence.

2. CONTRACTUAL LIABILITY

**\$300,000** Combined Single Limit Bodily Injury and Property Damage each occurrence.

3. UMBRELLA EXCESS LIABILITY

**\$300,000** (Including Primary Coverage)

The minimum limits of Automobile Liability Insurance are prescribed as follows:

**\$100,000** for injury to one person                      **\$50,000** per occurrence  
**\$300,000** per occurrence

The contractor shall take note of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent.

The City shall be named as additional insured on the (Automobile and General Liability) policy(ies) with proof to be stated on the Certificates provided to the City and his coverage to be primary to all other coverage the City possess.

SUPERVISION

Contractual and any other Liability Insurance provided under this contract shall not contain a supervision inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibility as to the control of persons directly employed by him and of the subcontractor and persons employed by the subcontractor.

## CONTRACTS

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

## PROTECTION

Precaution shall be exercised at all times for the protection of persons, including employees and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the contractor during the term of the contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

## INSURANCE EXCEPTION

If bidder does not meet the insurance requirements of the specification alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

An Owners Protective Policy in the name of the City of Hialeah shall designate this specific Contractor and identify this job at its location, and state by endorsement that this coverage is provided specifically for this job only. **LIMITS OF COVERAGE \$300,000.**

Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to:

- a. Excavation (including burrowing, filling or back-filling in connection therewith), tunneling, pile driving, cofferdam work or caisson work, or;
- b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

Property Damage Liability for:

- a. Injury to or destruction of wires, conduits, pipes, mains, sewers to other similar property or any apparatus in connection therewith, below the surface of the arising from and during the use of mechanical equipment for the purpose of excavating or drilling in streets or highways or,
- b. Injury to or destruction of property at any time resulting therefrom. The term "streets" includes alleys. In determining where a street or highway ends, all of the lane up to privately owned land shall be considered a street.

### Broad form Property Damage Liability Coverage Including Completed Operations.

The insurance for property damage liability applies, subject to the following additional provisions:

1. To property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
2. Except with respect a liability under a written sidetrack agreement or the use of elevators.
  - a. To property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.
  - b. To tools or equipment while being used by the insured in performing his operations.
  - c. To property in the custody of the insured which is to be installed, erected or used in construction by the insured.
  - d. To that particular part of any property, not on premises owned by or rented to the insured.
    - i. Upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or,
    - ii. Out of which any property damage arises or,
    - iii. The restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured.
3. With respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as including completed operations.

To property damage by work performed by the name insured arising out of such work or any portion thereof, or out of such materials, part or equipment furnished in connection therewith.

The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage and the other insurance condition of the policy is amended accordingly.

#### CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under this policy shall not restrict the coverage provided by this policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to Liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

#### CERTIFICATE OF INSURANCE

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as " ... but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

#### OUT-OF-STATE NON-RESIDENT AGENT

When a certificate is issued by an out-of-state agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

#### SMALL DEDUCTIBLE POLICIES

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

#### BUILDER'S RISK COMPLETED VALUE POLICY

A Builder's Risk Completed Value Policy shall be provided per the cost of completed construction, naming the City as an insured on same.

CITY OF HIALEAH  
INSURANCE CHECK LIST - BID NO. 2009/10-8500-36-016

INSURANCE

LIMITS

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X_1.	WORKER'S COMPENSATION AND EMPLOYEES LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA
X_2.	GENERAL LIABILITY PREMISES OPERATIONS (M&C OR OL&T ARE REQUIRED) INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED' SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY	<u>BODILY INJURY PROPERTY DAMAGE</u> <b>\$300,000</b> SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE.
X_3.	BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
X_4.	CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS	<b>\$300,000</b> SINGLE LIMIT BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X_5.	AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	<b>\$100/300,000 \$50,000</b> EACH OCCURRENCE
__6.	UMBRELLA LIABILITY	<b>\$1,000,000</b> INCLUDING PRIMARY COVERAGE
__7.	GARAGE LIABILITY	<b>\$100/300,000 \$50,000</b> EACH OCCURRENCE
__8.	GARAGE KEEPER'S LEGAL LIABILITY	<b>\$50,000</b> EACH OCCURRENCE
X_9.	THE CITY MUST BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
__10.	TEACHERS PROFESSIONAL LIABILITY	<b>\$100/300,000 \$50,000</b> EACH OCCURRENCE
__11.	DRAM SHOP EXCLUSION DELETED AND LIQUOR LIABILITY WILL BE PROVIDED	
__12.	CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT	

CITY OF HIALEAH  
INSURANCE CHECK LIST - BID NO. 2009/10-8500-36-016

INSURANCE

LIMITS

- 13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL BE PROVIDED
- 14. FIRE LEGAL LIABILITY
- 15. OTHER INSURANCE AS INDICATED BELOW:  
Builders Risk Complete Value Policy
- 16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED
- 17. BEST'S GUIDE RATING A:X OR BETTER OR ITS EQUIVALENT
- 18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE
- 19. "WHEN USING THE "ACCORD" FORM OF INSURANCE CERTIFICATE, PLEASE NOTE THAT UNDER THE CANCELLATION CLAUSE, THE FOLLOWING MUST BE DELETED. "ENDEAVOR TO" AND "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".

BIDDER AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of insurability may be required within five (5) days after bid opening.

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
INSURANCE AGENCY

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
SIGNATURE OF BIDDER'S AGENT

\_\_\_\_\_  
SIGNATURE OF FLORIDA RESIDENT AGENT

Agent's Errors and Omissions Policy:

\_\_\_\_\_  
NAME AND LOCATION OF AGENCY

Policy Number	Company	Expiration Date	Amount of Coverage
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**STATEMENT OF BIDDER'S QUALIFICATIONS**

In order to assist the City of Hialeah in determining whether the Bidder is qualified to do the work set forth in the Bid Proposal, he shall furnish hereunder a list of references who are qualified to judge as to his financial responsibility and his experience in work of a similar nature upon which he is bidding.

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The Bidder shall list the facilities or equipment that is available for use in case his bid is accepted.

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The Bidder shall list the full names and residences of persons and firms interested in the foregoing bid, as principals.

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The Bidder shall list the name of the executive who will give personal attention to the work.

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