



City of Pembroke Pines

**FIFTH AMENDMENT TO AGREEMENT FOR PURCHASE OF POLICE UNIFORMS
BETWEEN THE CITY OF PEMBROKE PINES AND
MUNICIPAL EMERGENCY SERVICES, INC.**

THIS AMENDMENT ("Fifth Amendment"), dated November 30, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

MUNICIPAL EMERGENCY SERVICES, INC., a Foreign Profit Corporation as listed with the Nevada Division of Corporations, authorized to do business in the State of Florida, and with a business address of **12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 30, 2015**, the Parties entered into an Agreement ("Original Agreement") for the purchase of police uniforms for an initial **two (2) year term**, which naturally expired on **October 31, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **two (2) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **November 1, 2017**, the Parties executed the First Amendment to the Original Agreement to revise and supplement terms and to extend the term thereof for a **two (2) year** period which naturally expired on **October 31, 2019**; and,

WHEREAS, on **January 15, 2020**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include certain provisions required by statutory amendments, to reduce the annual compensation from \$112,000.00 to \$89,000.00, and to extend the term thereof for a **two (2) year** period which naturally expired on **October 31, 2021**; and,

WHEREAS, on **August 4, 2021**, the City Commission, ratified the approval of the Assignment, Assumption and Consent Agreement dated July 22, 2021, and executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof for a **two (2) year** period which naturally expired on October 31, 2023; and,

WHEREAS, on **August 24, 2023**, the Parties executed the Fourth Amendment to the



City of Pembroke Pines

Original Agreement, as amended, to increase the compensation amount from \$89,000 annually to \$230,000 annually for the period commencing on November 1, 2022 to October 31, 2023; Furthermore, the Fourth Amendment also decreased the compensation amount from \$230,000 annually to \$185,000 annually commencing November 1, 2023 and continuing every year thereafter, and extended the term for a **two (2) year period** which shall naturally expire on **October 31, 2025**; and,

WHEREAS, the CITY's Police Department is in need purchasing certain uniform related items and desire to purchase them from CONTRACTOR; and,

WHEREAS, the Parties desire to repeal and replace Exhibit "A-4" with Exhibit "A-5" as set forth in this Fifth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Exhibit "A-4" is hereby repealed and replaced by Exhibit "A-5" attached hereto and made apart hereof, to include five (5) items the CITY's Police Department is in need of and desires to purchase them from CONTRACTOR.

SECTION 3. Section 3.1 of the Original Agreement, as amended, is hereby amended as set forth below :

3.1 CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall not exceed ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$185,000.00) annually as more particularly described in Exhibit "A-5", attached hereto and made a part hereof. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due to the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with



City of Pembroke Pines

Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned



by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment and the Original Agreement, as amended, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fifth Amendment.

SECTION 10. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



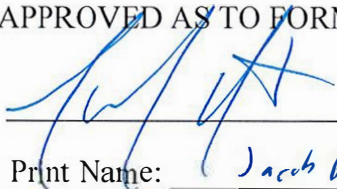
City of Pembroke
Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:


Print Name: Jacob Hester

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: Charles F. Dodge November 30, 2023

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CHARLES F. DODGE, CITY MANAGER

DS



ATTEST:

DocuSigned by:


November 30, 2023

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

CONTRACTOR:

MUNICIPAL EMERGENCY SERVICES, INC.

Signed By: Ward Petrie
Ward Petrie (Nov 20, 2023 13:30 EST)

Printed Name: Ward Petrie

Title: SVP Finance

MES - 5th Amendment Pricing Worksheet (Updated 10-01-23)

Ref. #	Requested Brand	Requested Product	Color	Proposed Brand	Proposed Model #	Additional Charge for Oversize (Yes/No)	No Longer Available	2015 Price	2nd Amendment	3rd Amendment	4th Amendment
		Apex Men's		5.11	74434	No				\$ 59.40	\$ 61.18
		Apex Female's		5.11	64446	No				\$ 59.40	\$ 61.18
		Performance Polo S/S Female		5.11	61165	No				\$ 35.38	\$ 36.44
		Performance Polo L/S Male		5.11	72049	No				\$ 37.40	\$ 38.52
		Performance Polo L/S Female		5.11	62408	No				\$ 37.40	\$ 38.52
55	Not Specified	Breeches	Navy with Light Blue Stripe Down the side	ARGO	BREECHES	No	x	\$ 125.80	\$ 129.57	discontinued	\$ -
56	Not Specified	Breeches	Navy with Light Blue Stripe Down the side	ARGO	BREECHES	No	x	\$ 125.80	\$ 129.57	discontinued	\$ -
		Norris Sneaker		5.11	12411-511	No				\$ 82.50	\$ 84.98
		Leather Casual 1 1/2" Belt		5.11	59501	No					\$ 33.36
		Stryke Pant		5.11	64386-511	No					\$ 61.18
17	Salomon	XA Pro 3D CS WP Trail Green Running Shoes	OD Green			No	x		\$ -	\$ -	\$ -
		Icon Pant		5.11	64447-511	No					\$ 61.18
		Taclite Pro Shorts		5.11	73287-511	No					\$ 39.37
29	5.11 Tactical	Taclite Pro Pants	Charcoal Gray	5.11	64360	No		\$ 47.45	\$ 48.87	\$ 50.34	\$ 47.19
74	5.11 Tactical	Performance Polo - Short Sleeve	Navy, Silver Tan	5.11	71049	No		\$ 39.00	\$ 40.17	\$ 41.38	\$ 37.96
86	5.11 Tactical	Taclite Pro Shirt - Short Sleeve	Black	5.11	71175	No		\$ 46.80	\$ 48.20	\$ 49.65	\$ 47.19
27	5.11 Tactical	Taclite Pro Pants	Black, Khaki, Charcoal Gray, TDU Green	5.11	74273	No		\$ 47.45	\$ 48.87	\$ 50.34	\$ 47.19
18	Not Specified	Ascot	Blue & Black	MES	Ascot	No		\$ 7.95	\$ 8.19	\$ 8.43	\$ 8.69
13	Bates	Patent Leather Shoes	Black	Bates	2141	No		\$ 47.33	\$ 48.75	\$ 66.15	\$ 68.13
14	Bates	Patent Leather Shoes	Black	Bates	2741	No		\$ 47.33	\$ 48.75	\$ 66.15	\$ 68.13
6	Bayly	Round Top Dress Hat	Navy	Bayly	970121	No		\$ 41.85	\$ 43.11	\$ 55.38	\$ 100.00
		J1 name Plate		Blackinton	J1	N/A			\$ 12.00	\$ 12.36	\$ 12.73
8	Blauer	SoftShell Fleece Jacket	Navy	Blauer	4660	Yes		\$ 107.90	\$ 111.14	\$ 114.47	\$ 117.91
75	Blauer	Short Sleeve Performance Patrol Polo	Light Blue	Blauer	8160	Yes		\$ 53.95	\$ 55.57	\$ 57.24	\$ 58.95
76	Blauer	Short Sleeve Performance Patrol Polo	Navy, White & Light Blue	Blauer	8160	Yes		\$ 53.95	\$ 55.57	\$ 57.24	\$ 58.95
7	Blauer	B. Dry All Purpose 3-in-1 Jacket	Yellow	Blauer	26950	Yes				\$ 193.08	\$ 198.87
		Black Reflective: Back PEMBROKE PINES, 2" Arched W/POLICE, 3" Straight underneath Right Chest: POLICE, 1"		Blauer	Screen Printing	N/A			\$ 33.28	\$ 34.28	\$ 35.31
		Silver Reflective: Back PEMBROKE PINES, 2" Arched W/POLICE, 3" Straight underneath Right Chest: POLICE, 1"		Blauer	Screen Printing	N/A			\$ 33.28	\$ 34.28	\$ 35.31
		ColorBlock Performance Polo Shirt		BLAUER	8133-BLA	Yes					\$ 70.62
24	Elbeco	V2 External Vest Carrier	Navy & Light Blue	Elbeco	V2314	Yes	x	\$ 63.38	\$ 65.28	discontinued	\$ -
		ColorBlock Performance Polo Shirt		BLAUER	8143-BLA	Yes					\$ 81.00
		Zip-Off Stretch Nylon Bike Pants		BLAUER	8822-WZ-BLA	Yes					\$ 106.62
		Flexforce Zipp Off Bike Pants		BLAUER	8822-Z	Yes					\$ 106.62

MES - 5th Amendment Pricing Worksheet (Updated 10-01-23)

Ref. #	Requested Brand	Requested Product	Color	Proposed Brand	Proposed Model #	Additional Charge for Oversize (Yes/No)	No Longer Available	2015 Price	2nd Amendment	3rd Amendment	4th Amendment
		Boston Leather 1 1/2" Ranger Belt		Boston Leather	6512	Yes					\$ 42.65
43	Elbeco	TexTrop2 Pants 4-Pocket	Navy	Elbeco	E314RN	No		\$ 34.56	\$ 35.60	\$ 36.66	\$ 35.33
52	Not Specified	100% polyester (navy), with 1/2" light blue stripe down outer leg seam	Navy with Light Blue Stripe Down the side	Elbeco	E314STRP	Yes		\$ 34.56	\$ 35.60	\$ 36.66	discontinued
47	Elbeco	TexTrop2 Pants 4-Pocket	Navy	Elbeco	E9314LC	No		\$ 28.56	\$ 29.42	\$ 30.30	\$ 35.33
53	Not Specified	100% polyester (navy), with 1/2" light blue stripe down outer leg seam	Navy with Light Blue Stripe Down the side	Elbeco	E9314STRP	Yes		\$ 34.56	\$ 35.60	\$ 36.66	discontinued
45	Elbeco	Distinction Hidden Cargo Pants	Navy	Elbeco	E394/E9394LC	No		\$ 39.33	\$ 40.51	\$ 41.73	\$ 47.85
46	Elbeco	Distinction Trousers With Hidden Dual	Navy	Elbeco	E394/E9394LC	No		\$ 39.33	\$ 40.51	\$ 41.73	\$ 47.85
81	Elbeco	UFX Performance Short Sleeve Polo Shirt	Silver Tan	Elbeco	KS100, KS102, KS103, KS104	No		\$ 38.84	\$ 40.01	\$ 41.21	\$ 45.71
80	Elbeco	UFX Uniform Polo Short Sleeve	Navy, White & Light Blue	Elbeco	KS104, KS100, KS103	No		\$ 38.84	\$ 40.01	\$ 41.21	\$ 45.71
82	Elbeco	UFX Performance Tactical Short Sleeve Polo Shirt	Gray & Red	Elbeco	KS138, KS135	No		\$ 28.67	\$ 29.53	\$ 30.42	\$ 33.07
105	Elbeco	UV1 Undervest Shirt Long Sleeve	Navy & Light Blue	Elbeco	UVS101	No		\$ 33.02	\$ 34.01	\$ 35.03	\$ 39.21
109	Elbeco	UV1 Undervest Shirt Short Sleeve	Navy & Light Blue	Elbeco	UVS102	No		\$ 30.55	\$ 31.47	\$ 32.41	\$ 35.21
106	Elbeco	UV1 Undervest Shirt Long Sleeve	Navy & Light Blue	Elbeco	UVS103	No		\$ 33.02	\$ 34.01	\$ 35.03	\$ 39.21
110	Elbeco	UV1 Undervest Shirt Short Sleeve	Navy & Light Blue	Elbeco	UVS104	No		\$ 30.55	\$ 31.47	\$ 32.41	\$ 35.21
65	Elbeco	TexTrop2 Shirts Long Sleeve with Zipper	Navy, White & Light Blue	Elbeco	Z314N, Z310N, Z313N	No		\$ 34.19	\$ 35.22	\$ 36.27	\$ 39.50
91	Elbeco	TexTrop2 Shirts Short Sleeve with Zipper	Navy & Light Blue	Elbeco	Z3314N	No		\$ 29.64	\$ 30.53	\$ 31.45	\$ 33.64
		TexTrop2 Shirts Short Sleeve with Zipper	Navy & Light Blue	Elbeco	Z3313N	Yes		\$ 29.64	\$ 30.53	\$ 31.45	discontinued
		TexTrop2 Shirts Short Sleeve - BLUE	Navy & Light Blue	Elbeco	3313N	No		\$ 29.64	\$ 30.53	\$ 31.45	\$ 32.89
67	Elbeco	TexTrop2 Shirts Long Sleeve with Zipper	Navy, White & Light Blue	Elbeco	Z9314, Z9813LCN	Yes		\$ 34.19	\$ 35.22	\$ 36.27	discontinued
67	Elbeco	TexTrop2 Shirts Long Sleeve - WHITE	Navy, White & Light Blue	Elbeco	9310LCN	No					\$ 37.36
67	Elbeco	TexTrop2 Shirts Long Sleeve - BLUE	Navy, White & Light Blue	Elbeco	9313LCN	No					\$ 37.36
67	Elbeco	TexTrop2 Shirts Long Sleeve - NAVY	Navy, White & Light Blue	Elbeco	9314LCN	No					\$ 37.36
93	Elbeco	TexTrop2 Shirts Short Sleeve with Zipper	Navy & Light Blue	Elbeco	Z9814LCN	No		\$ 29.64	\$ 30.53	\$ 31.45	\$ 33.64
		TexTrop2 Shirts Short Sleeve - BLUE		Elbeco	9813LCN	No					\$ 32.89
		AZ Pant Men's		First Tactical	114038	No				\$ 76.09	\$ 74.48
		AZ Pant Women's		First Tactical	124038	No				\$ 76.09	\$ 74.48
		Preformance S/S Polo Men's		First Tactical	112509	No				\$ 38.24	\$ 39.39

MES - 5th Amendment Pricing Worksheet (Updated 10-01-23)

Ref. #	Requested Brand	Requested Product	Color	Proposed Brand	Proposed Model #	Additional Charge for Oversize (Yes/No)	No Longer Available	2015 Price	2nd Amendment	3rd Amendment	4th Amendment
		Performance S/S Polo Women's		First Tactical	122509	No				\$ 38.24	\$ 39.39
		Performance L/S Polo Men's		First Tactical	111503	No				\$ 40.69	\$ 41.91
		Performance L/S Polo Women's		First Tactical	121503	No				\$ 40.69	\$ 41.91
5	Not Specified	Long Honor Guard Sure-Grip Gloves	White & Black	PREMIER	7009	No		\$ 4.40	\$ 4.53	\$ 4.67	\$ 4.81
3	Not Specified	Shoulder Cord Braid	Blue & Black	Grip Flex	303	No		\$ 10.95	\$ 11.28	\$ 11.62	\$ 11.97
		Honor Guard Suit		Hope		No			\$ 620.29	\$ 638.90	\$ 876.23
12	Jay-Pee	Sam Browne Belt	Plain Black with Nickel Buckle	Jay-Pee	1435	Yes		\$ 43.29	\$ 44.59	\$ 45.93	\$ 47.30
56		Motor Trousers		MES	Motor Trouser	No				\$ 275.00	\$ 275.00
		Embroidery 1 line, Name/rank		MES	Embroidery				\$ 4.75	\$ 4.89	\$ 4.89
		Embroidery PPPD, logo 20493 stitches		MES	Embroidery				\$ 10.00	\$ 10.30	\$ 10.30
		NameTapes		MES	Embroidery				\$ 2.95	\$ 7.95	\$ 7.95
		Sew-Badge Patch		MES	sew					\$ 2.31	\$ 2.31
		Sew-Dept. Shoulder Patches		MES	sew					\$ 4.00	\$ 4.00
		Sew-Chevrons		MES	sew					\$ 4.00	\$ 4.00
		Motor Patch		MES	sew					\$ 4.50	\$ 4.50
		Embroidery 3-Line		MES	Embroidery					\$ 6.50	\$ 6.50
		Heat Seal 12x4		MES	sew					\$ 8.00	\$ 8.00
		Pant Stripe		MES	sew						\$ 15.00
		Hem		MES	sew						\$ 3.00
		Zipper		MES	sew						\$ 9.00
20	Not Specified	Neck Tie Clip On	Navy	S. Broome	90001	No		\$ 4.18	\$ 4.31	\$ 4.43	\$ 4.57
19	Not Specified	Neck Tie	Navy	S. Broome	90072	No		\$ 4.18	\$ 4.31	\$ 4.43	\$ 4.57
		MOAB 3 Waterproof		Wolverine	J036553	No					\$ 100.00
		Textrop L/S Grey Shirt		Elbeco	9311LCN/311N	No					\$ 40.62
		Sew -Rockers		MES	sew						\$ 4.00
		Embroidery PPPD Crime Scene/Forensics Logo 13,000 stitches		MES	Embroidery						\$ 6.50
		Sew -Apply Customer Supplied Heat Seal		MES	sew						\$ 1.36
		Embroidery 2 line, Name/rank		MES	Embroidery						\$ 9.78



City of Pembroke Pines

**FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE OF POLICE
UNIFORMS
BETWEEN THE CITY OF PEMBROKE PINES AND
MUNICIPAL EMERGENCY SERVICES, INC.**

THIS AMENDMENT ("Fourth Amendment"), dated August 24, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

MUNICIPAL EMERGENCY SERVICES, INC., a Foreign Profit Corporation as listed with the Nevada Division of Corporations, authorized to do business in the State of Florida, and with a business address of **12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 30, 2015**, the Parties entered into an Agreement ("Original Agreement") for the purchase of police uniforms for an initial **two (2) year term**, which naturally expired on **October 31, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **two (2) year terms** pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **November 1, 2017**, the Parties executed the First Amendment to the Original Agreement to revise and supplement Article 14 entitled "Public Records" and to extend the term thereof for a **two (2) year period** which naturally expired on **October 31, 2019**; and,

WHEREAS, on **January 15, 2020**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include certain provisions required by statutory amendments, to reduce the annual compensation from \$112,000.00 to \$89,000.00, and to extend the term thereof for a **two (2) year period** which naturally expired on **October 31, 2021**; and,

WHEREAS, on **August 4, 2021**, the City Commission, ratified the approval of the Assignment, Assumption and Consent Agreement dated July 22, 2021, and,

WHEREAS, on **August 4, 2021**, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof for a **two (2) year period** which shall



City of Pembroke Pines

naturally expire on October 31, 2023; and,

WHEREAS, on or about December 1, 2022 the CITY's Police Department changed their uniform and the Parties would like to amend section 3.1 of the Original Agreement, as amended, to increase the compensation amount from \$89,000 annually to \$230,000 annually for the period commencing on November 1, 2022 to October 31, 2023; and,

WHEREAS, the Parties further desire to amend section 3.1 of the Original Agreement, as amended, to decrease the compensation amount from \$230,000 annually to \$185,000 annually commencing November 1, 2023 and continuing every year thereafter; and,

WHEREAS, the Parties desire to extend the term of the Original Agreement, as amended, for a **two (2) year period** which shall commence on **November 1, 2023** and shall naturally expire on **October 31, 2025** and to supplement the terms contained therein as set forth in this Fourth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **two (2) year** renewal period which shall commence on **November 1, 2023** and shall naturally expire on **October 31, 2025**.

SECTION 3. Section 3.1 of the Original Agreement, as amended, is hereby amended as set forth below for the term commencing on November 1, 2022 and expiring on October 31, 2023:

3.1 CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall not exceed TWO HUNDRED THIRTY THOUSAND DOLLARS AND 00/100 CENTS (\$230,000.00) annually. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due to the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

SECTION 4. Section 3.1 of the Original Agreement, as amended, is hereby amended as set forth below for the two (2) year renewal term which shall commence on November 1, 2023



City of Pembroke Pines

and shall naturally expire on October 31, 2025:

3.1 CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall not exceed ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$185,000.00) annually as more particularly described in Exhibit "A-4", attached hereto and made a part hereof. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due to the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

SECTION 5. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 Definitions for this Section.

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.



City of Pembroke Pines

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment and the Original Agreement, as amended, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.



City of Pembroke Pines

SECTION 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fourth Amendment.

SECTION 11. This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke
Dinas

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Samuel S. Grant", dated "8/13/23".

Print Name: Samuel S. Grant
OFFICE OF THE CITY ATTORNEY

BY: A handwritten signature in blue ink, appearing to read "Frank C. Ortis".

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Marlene D. Graham".

E858EEE04EEF4F3...

August 24, 2023

MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:

BY: A handwritten signature in blue ink, appearing to read "Charles F. Dodge".

47B966ECFDAD4AC...

August 24, 2023

CHARLES F. DODGE, CITY MANAGER

DS



CONTRACTOR:

MUNICIPAL EMERGENCY SERVICES, INC.

Signed By: A handwritten signature in blue ink, appearing to read "Ward Petrie".

Ward Petrie (Aug 1, 2023 15:37 EDT)

Printed Name: Ward Petrie

Title: SVP Finance

PPPD Draft of 4th Amendment Pricing 7-19-23

Exhibit "A-4"

Ref. #	Requested Brand	Requested Product	Color	Proposed Brand	Proposed Model #	Additional Charge for Oversize (Yes/No)	2015 Price	2nd Amendment	3rd Amendment	4th Amendment
		Apex Men's		5.11	74434	No			\$ 59.40	\$ 61.18
		Apex Female's		5.11	64446	No			\$ 59.40	\$ 61.18
		Performance Polo S/S Female		5.11	61165	No			\$ 35.38	\$ 36.44
		Performance Polo L/S Male		5.11	72049	No			\$ 37.40	\$ 38.52
		Performance Polo L/S Female		5.11	62408	No			\$ 37.40	\$ 38.52
55	Not Specified	Breeches	Navy with Light Blue Stripe Down the side	ARGO	BREECHES	No	\$ 125.80	\$ 129.57		\$ -
56	Not Specified	Breeches	Navy with Light Blue Stripe Down the side	ARGO	BREECHES	No	\$ 125.80	\$ 129.57		\$ -
		Norris Sneaker		5.11	12411-511	No			\$ 82.50	\$ 84.98
		Leather Casual 1 1/2" Belt		5.11	59501	No				\$ 33.36
		Stryke Pant		5.11	64386-511	No				\$ 61.18
17	Salomon	XA Pro 3D CS WP Trail Green Running Shoes	OD Green			No		\$ -	\$ -	\$ -
		Icon Pant		5.11	64447-511	No				\$ 61.18
		Taclite Pro Shorts		5.11	73287-511	No				\$ 39.37
29	5.11 Tactical	Taclite Pro Pants	Charcoal Gray	5.11	64360	No	\$ 47.45	\$ 48.87	\$ 50.34	\$ 47.19
74	5.11 Tactical	Performance Polo - Short Sleeve	Navy, Silver Tan	5.11	71049	No	\$ 39.00	\$ 40.17	\$ 41.38	\$ 37.96
86	5.11 Tactical	Taclite Pro Shirt - Short Sleeve	Black	5.11	71175	No	\$ 46.80	\$ 48.20	\$ 49.65	\$ 47.19
27	5.11 Tactical	Taclite Pro Pants	Black, Khaki, Charcoal Gray, TDU Green	5.11	74273	No	\$ 47.45	\$ 48.87	\$ 50.34	\$ 47.19
18	Not Specified	Ascot	Blue & Black	MES	Ascot	No	\$ 7.95	\$ 8.19	\$ 8.43	\$ 8.69
13	Bates	Patent Leather Shoes	Black	Bates	2141	No	\$ 47.33	\$ 48.75	\$ 66.15	\$ 68.13
14	Bates	Patent Leather Shoes	Black	Bates	2741	No	\$ 47.33	\$ 48.75	\$ 66.15	\$ 68.13
6	Bayly	Round Top Dress Hat	Navy	Bayly	970121	No	\$ 41.85	\$ 43.11	\$ 55.38	\$ 100.00
		J1 name Plate		Blackinton	J1	N/A		\$ 12.00	\$ 12.36	\$ 12.73
8	Blauer	SoftShell Fleece Jacket	Navy	Blauer	4660	Yes	\$ 107.90	\$ 111.14	\$ 114.47	\$ 117.91
75	Blauer	Short Sleeve Performance Patrol Polo	Light Blue	Blauer	8160	Yes	\$ 53.95	\$ 55.57	\$ 57.24	\$ 58.95
76	Blauer	Short Sleeve Performance Patrol Polo	Navy, White & Light Blue	Blauer	8160	Yes	\$ 53.95	\$ 55.57	\$ 57.24	\$ 58.95
7	Blauer	B. Dry All Purpose 3-in-1 Jacket	Yellow	Blauer	26950	Yes			\$ 193.08	\$ 198.87
		Black Reflective: Back PEMBROKE PINES, 2" Arched W/POLICE, 3" Straight underneath Right Chest: POLICE, 1"		Blauer	Screen Printing	N/A		\$ 33.28	\$ 34.28	\$ 35.31
		Silver Reflective: Back PEMBROKE PINES, 2" Arched W/POLICE, 3" Straight underneath Right Chest: POLICE, 1"		Blauer	Screen Printing	N/A		\$ 33.28	\$ 34.28	\$ 35.31
		ColorBlock Performance Polo Shirt		BLAUER	8133-BLA	Yes				\$ 70.62
24	Elbeco	V2 External Vest Carrier	Navy & Light Blue	Elbeco	V2314	Yes	\$ 63.38	\$ 65.28		\$ -

PPPD Draft of 4th Amendment Pricing 7-19-23

Ref. #	Requested Brand	Requested Product	Color	Proposed Brand	Proposed Model #	Additional Charge for Oversize (Yes/No)	2015 Price	2nd Amendment	3rd Amendment	4th Amendment
		ColorBlock Performance Polo Shirt		BLAUER	8143-BLA	Yes				\$ 81.00
		Zip-Off Stretch Nylon Bike Pants		BLAUER	8822-WZ-BLA	Yes				\$ 106.62
		Flexforce Zipp Off Bike Pants		BLAUER	8822-Z	Yes				\$ 106.62
		Boston Leather 1 1/2" Ranger Belt		Boston Leather	6512	Yes				\$ 42.65
43	Elbeco	TexTrop2 Pants 4-Pocket	Navy	Elbeco	E314RN	No	\$ 34.56	\$ 35.60	\$ 36.66	\$ 35.33
52	Not Specified	100% polyester (navy), with 1/2" light blue stripe down outer leg seam	Navy with Light Blue Stripe Down the side	Elbeco	E314STRP	Yes	\$ 34.56	\$ 35.60	\$ 36.66	discontinued
47	Elbeco	TexTrop2 Pants 4-Pocket	Navy	Elbeco	E9314LC	No	\$ 28.56	\$ 29.42	\$ 30.30	\$ 35.33
53	Not Specified	100% polyester (navy), with 1/2" light blue stripe down outer leg seam	Navy with Light Blue Stripe Down the side	Elbeco	E9314STRP	Yes	\$ 34.56	\$ 35.60	\$ 36.66	discontinued
45	Elbeco	Distinction Hidden Cargo Pants	Navy	Elbeco	E394/E9394LC	No	\$ 39.33	\$ 40.51	\$ 41.73	\$ 47.85
46	Elbeco	Distinction Trousers With Hidden Dual	Navy	Elbeco	E394/E9394LC	No	\$ 39.33	\$ 40.51	\$ 41.73	\$ 47.85
81	Elbeco	UFX Performance Short Sleeve Polo Shirt	Silver Tan	Elbeco	K5100, K5102, K5103, K5104	No	\$ 38.84	\$ 40.01	\$ 41.21	\$ 45.71
80	Elbeco	UFX Uniform Polo Short Sleeve	Navy, White & Light Blue	Elbeco	K5104, K5100, K5103	No	\$ 38.84	\$ 40.01	\$ 41.21	\$ 45.71
82	Elbeco	UFX Performance Tactical Short Sleeve Polo Shirt	Gray & Red	Elbeco	K5138, K5135	No	\$ 28.67	\$ 29.53	\$ 30.42	\$ 33.07
105	Elbeco	UV1 Undervest Shirt Long Sleeve	Navy & Light Blue	Elbeco	UVS101	No	\$ 33.02	\$ 34.01	\$ 35.03	\$ 39.21
109	Elbeco	UV1 Undervest Shirt Short Sleeve	Navy & Light Blue	Elbeco	UVS102	No	\$ 30.55	\$ 31.47	\$ 32.41	\$ 35.21
106	Elbeco	UV1 Undervest Shirt Long Sleeve	Navy & Light Blue	Elbeco	UVS103	No	\$ 33.02	\$ 34.01	\$ 35.03	\$ 39.21
110	Elbeco	UV1 Undervest Shirt Short Sleeve	Navy & Light Blue	Elbeco	UVS104	No	\$ 30.55	\$ 31.47	\$ 32.41	\$ 35.21
65	Elbeco	TexTrop2 Shirts Long Sleeve with Zipper	Navy, White & Light Blue	Elbeco	Z314N, Z310N, Z313N	No	\$ 34.19	\$ 35.22	\$ 36.27	\$ 39.50
91	Elbeco	TexTrop2 Shirts Short Sleeve with Zipper	Navy & Light Blue	Elbeco	Z3314N	No	\$ 29.64	\$ 30.53	\$ 31.45	\$ 33.64
		TexTrop2 Shirts Short Sleeve with Zipper	Navy & Light Blue	Elbeco	Z3313N	Yes	\$ 29.64	\$ 30.53	\$ 31.45	discontinued
		TexTrop2 Shirts Short Sleeve - BLUE	Navy & Light Blue	Elbeco	3313N	No	\$ 29.64	\$ 30.53	\$ 31.45	\$ 32.89
67	Elbeco	TexTrop2 Shirts Long Sleeve with Zipper	Navy, White & Light Blue	Elbeco	Z9314, Z9813LCN	Yes	\$ 34.19	\$ 35.22	\$ 36.27	discontinued
67	Elbeco	TexTrop2 Shirts Long Sleeve - WHITE	Navy, White & Light Blue	Elbeco	9310LCN	No				\$ 37.36
67	Elbeco	TexTrop2 Shirts Long Sleeve - BLUE	Navy, White & Light Blue	Elbeco	9313LCN	No				\$ 37.36
67	Elbeco	TexTrop2 Shirts Long Sleeve - NAVY	Navy, White & Light Blue	Elbeco	9314LCN	No				\$ 37.36

PPPD Draft of 4th Amendment Pricing 7-19-23

Ref. #	Requested Brand	Requested Product	Color	Proposed Brand	Proposed Model #	Additional Charge for Oversize (Yes/No)	2015 Price	2nd Amendment	3rd Amendment	4th Amendment
93	Elbeco	TexTrop2 Shirts Short Sleeve with Zipper	Navy & Light Blue	Elbeco	Z9814LCN	No	\$ 29.64	\$ 30.53	\$ 31.45	\$ 33.64
		TexTrop2 Shirts Short Sleeve - BLUE		Elbeco	9813LCN	No				\$ 32.89
		A2 Pant Men's		First Tactical	114038	No			\$ 76.09	\$ 74.48
		A2 Pant Women's		First Tactical	124038	No			\$ 76.09	\$ 74.48
		Preformance S/S Polo Men's		First Tactical	112509	No			\$ 38.24	\$ 39.39
		Preformance S/S Polo Women's		First Tactical	122509	No			\$ 38.24	\$ 39.39
		Preformance L/S Polo Men's		First Tactical	111503	No			\$ 40.69	\$ 41.91
		Preformance L/S Polo Women's		First Tactical	121503	No			\$ 40.69	\$ 41.91
5	Not Specified	Long Honor Guard Sure-Grip Gloves	White & Black	PREMIER	7009	No	\$ 4.40	\$ 4.53	\$ 4.67	\$ 4.81
3	Not Specified	Shoulder Cord Braid	Blue & Black	Grip Flex	303	No	\$ 10.95	\$ 11.28	\$ 11.62	\$ 11.97
		Honor Guard Suit		Hope		No		\$ 620.29	\$ 638.90	\$ 876.23
12	Jay-Pee	Sam Browne Belt	Plain Black with Nickel Buckle	Jay-Pee	1435	Yes	\$ 43.29	\$ 44.59	\$ 45.93	\$ 47.30
56		Motor Trousers		MES	Motor Trouser	No			\$ 275.00	\$ 275.00
		Embroidery 1 line, Name/rank		MES	Embroidery			\$ 4.75	\$ 4.89	\$ 4.89
		Embroidery PPPD, logo 20493 stitches		MES	Embroidery			\$ 10.00	\$ 10.30	\$ 10.30
		NameTapes		MES	Embroidery			\$ 2.95	\$ 7.95	\$ 7.95
		Sew-Badge Patch		MES	sew				\$ 2.31	\$ 2.31
		Sew-Dept. Shoulder Patches		MES	sew				\$ 4.00	\$ 4.00
		Sew-Chevrons		MES	sew				\$ 4.00	\$ 4.00
		Motor Patch		MES	sew				\$ 4.50	\$ 4.50
		Embroidery 3-Line		MES	Embroidery				\$ 6.50	\$ 6.50
		Heat Seal 12x4		MES	sew				\$ 8.00	\$ 8.00
		Pant Stripe		MES	sew					\$ 15.00
		Hem		MES	sew					\$ 3.00
		Zipper		MES	sew					\$ 9.00
20	Not Specified	Neck Tie Clip On	Navy	S. Broome	90001	No	\$ 4.18	\$ 4.31	\$ 4.43	\$ 4.57
19	Not Specified	Neck Tie	Navy	S. Broome	90072	No	\$ 4.18	\$ 4.31	\$ 4.43	\$ 4.57
		MOAB 3 Waterproof		Wolverine	J036553	No				\$ 100.00



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 23-0055

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - August 16th, 2023

Final Action: 08/16/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Nearpod, Inc. - License for Access to Nearpod and Flocabulary Online
Materials - Renewal

(B) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer
Care - Renewal

(C) Granite Tops Industries, LLC. - Counter Top Installation - Renewal

(D) Municipal Emergency Services, Inc. - Purchase of Police Uniforms -
Renewal

**ITEM (E) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(E) BLD Services, LLC. - IFB # PSUT-20-08 Infiltration Removal Lateral and
Mainline Lining Program - Non-renewal

***Agenda Date:** 08/16/2023

Agenda Number: 13.

Internal Notes:

Attachments: 1. Contract Database Report - August 16, 2023, 2. A. Nearpod Inc.-License for Access to
Nearpod (AB), 3. B. Easter Seals South Florida, Inc.-Adult Health Day Care and Alzheimer Car -
(AB), 4. C. Granite Tops-Counter Tops (AB), 5. D. Municipal Emergency Services, Inc. (Argo) -
Purchase of Police Uniforms (AB), 6. E. BLD Services - PSUT-20-08 Infiltration Removal Lateral
and Mainline Lining Program (AB)

Related Files:

Agenda Request Form Continued (23-0055)

1 City Commission 08/16/2023 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 4 Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and
Commissioner Castillo

Nay: - 0

Absent: - 1 Mayor Ortis

**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE
FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) Nearpod, Inc. - License for Access to Nearpod and Flocabulary Online Materials - Renewal

(B) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer Care - Renewal

(C) Granite Tops Industries, LLC. - Counter Top Installation - Renewal

(D) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal

**ITEM (E) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO
COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION
PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT
CODE:**

(E) BLD Services, LLC. - IFB # PSUT-20-08 Infiltration Removal Lateral and Mainline Lining
Program - Non-renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) Nearpod, Inc. - License for Access to Nearpod and Flocabulary Online Materials -
Renewal**

Agenda Request Form Continued (23-0055)

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, which expired on August 16, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.
4. On August 4, 2021, the City extended the term of the Original Agreement with Nearpod, Inc. for an additional one (1) year term which expired on October 6, 2022.
5. On August 23, 2022, the City extended the term of the Original Agreement, as amended, for an additional one (1) year term which will naturally expire on October 6, 2023.
6. The City's Charter Schools recommends the City Commission to approve the continuation of the Agreement for the renewal period commencing on October 7, 2023 and expiring on October 6, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$41,621.11

b) Amount budgeted for this item in Account No: Funds for this expenditure is budgeted within the 2023-2024 Pembroke Pines Charter School Adopted Budget in the Noncapitalized Software Accounts below:

School Site	Account Coding	Amount
East Elementary	170-569-5051-552652-5101-369-0000-00550	\$ 2,011.65
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$ 990.75
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$ 6,165.77
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$ 3,036.87
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$ 2,011.65
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$ 990.75
West Middle	171-569-5052-552652-5102-369-0000-00553	\$ 9,202.64
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$ 3,002.64
Academic Village Middle	172-569-5053-552652-5102-369-0000	\$ 8,203.00
Academic Village High	172-569-5053-552652-5103-369-0000	\$ 3,003.00
FSU Elementary	173-569-5061-552652-5101-369-0000	\$ 2,011.65
FSU Elementary	173-569-5061-552652-5102-369-0000	\$ 990.74
	Total	\$ 41,621.11

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1-year projection of the operational cost of the project:

	Current School FY
Revenues	\$.00
Expenditures	\$41,621.11
Net Cost	\$41,621.11

e) Detail of additional staff requirements: Not applicable

Agenda Request Form Continued (23-0055)

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable.

(B) Easter Seals of South Florida, Inc. - Adult Health Day Care and Alzheimer Care - Renewal

1. On September 22, 2009, the City entered into a Contractual Services Agreement with Easter Seals of South Florida, Inc. for an initial three (3) year period which naturally expired on September 30, 2012.

2. The City of Pembroke Pines Community Services Department utilizes Easter Seals of South Florida, Inc. for Adult Health Day Care and Alzheimer Care Services.

3. On February 8, 2012, the City executed the First Amendment to the Original Agreement to provide additional services to additional clients.

4. On October 1, 2012, the City executed the Second Amendment to the Original Agreement, as amended, to include for yearly rent due and owed to the City for use of the City's SW Focal Point Senior Center and to extend the term for a three (3) year term, which naturally expired on September 30, 2015.

5. On July 1, 2015, the City executed the Third Amendment to the Original Agreement, as amended, to increase the rent due to the City from \$90,750.00 to \$115,889.64, to extend the term for an additional five (5) year term which naturally expired on September 30, 2020, and to provide for two (2) additional three (3) year renewal options.

6. On June 17, 2020, the City executed the Fourth Amendment to the Original Agreement, as amended, to increase the rent due to the City from \$115,889.64 to \$127,869.00, and to extend the term for a three (3) year period which will naturally expire on September 30, 2023.

7. During the one (1) year renewal period which shall commence on October 1, 2023, tenant shall pay the City an annual rent amount of \$158,424.24 from \$127,869.00

8. The Community Services Department recommends that the City Commission approve this Fifth Amendment for a three (3) year renewal term which shall commence on October 1, 2023, and shall naturally expire on September 30, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (23-0055)**a) Revenue: \$158,424.24****b) Amount budgeted for this item in Account No:**For the Adult Day Care services:

Revenue Account 199-000-8005-331690-0000-000-0000- OAA Title IIIB Funds and

199-000-8005-331691-0000-000-0000- Title IIIE \$288,158.00

Expenditure Account 199-569-8005-534990-0000-000-0000-00024 Other Svc Contractual
Serv-Other \$288,158.00For the Lease Payments:Monthly Facility Fee for the period of October 1, 2023 - September 30, 2024 is \$13,202.02 for
the total amount of \$158,424.24 to be allocated to Revenue - Rental - Adult Day Care (Tax
Exempt) 001-000-8001-362054-0000-000-0000-00000**c) Source of funding for difference, if not fully budgeted: "Not Applicable."****d) 3 year projection of the operational cost of the project "Not Applicable"**

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues (Rent)	\$158,424.24	\$158,424.24	\$158,424.24
Revenues (Grant)	\$288,158.00	\$288,158.00	\$288,158.00
Expenditures	\$288,158.00	\$288,158.00	\$288,158.00
Net Revenue	\$158,424.24	\$158,424.24	\$158,424.24

e) Detail of additional staff requirements: "Not Applicable"**FEASIBILITY REVIEW:***A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.***a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? "Not Applicable."****b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable****(C) Granite Tops Industries, LLC. - Counter Top Installation - Renewal**

1. On November 30, 2022, the City entered into an Agreement with Granite Tops Industries LLC for an initial one (1) year period, which will expire on November 29, 2023.

2. Granite Tops Industries LLC. supplies and installs quartz counter tops for the City's housing apartments on an as needed basis.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

Agenda Request Form Continued (23-0055)

4. The Community Services recommends that the City Commission approve this First Amendment for the first one (1) year renewal term commencing on November 30, 2023 and expiring on November 29, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$166,028.00

b) **Amount budgeted for this item in Account No: Funds are available in the following accounts:**

Pines Point - 001-554-8002-546150-0000-000-0000 (R&M land & bldg)

Pines Place - 001-554-8002-546150-0000-000-0000-00603 (R&M land & bldg)

c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"

d) **2-year projection of the operational cost of the project**

	FY2024	FY2025
Revenues	\$.00	\$.00
Expenditures	\$138,356.67	\$27,671.33
Net Cost	\$138,356.67	\$27,671.33

e) **Detail of additional staff requirements:** "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** "Not Applicable."

b) **If yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** [Enter the total cost or savings here and include length of time that was considered.]

(D) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal

1. On November 30, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31, 2017.

2. The City's Police Department utilizes Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.

3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended, extending the term thereof.

Agenda Request Form Continued (23-0055)

4. On November 1, 2017, the City executed the First Amendment to the Original Agreement to extend the term thereof for a two (2) year period, which expired on October 31, 2019.

5. On January 15, 2020, the City executed the Second Amendment to the Original Agreement, as amended, to reduce the compensation amount from \$112,000.00 to \$89,000.00, and to extend the term for an additional two (2) year term which expired on October 31, 2021.

6. On or about May 18, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.

7. On August 4, 2021, the City Commission ratified the approval of the Assignment, Assumption, and Consent Agreement dated July 22, 2021. In addition, the City executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof for a two (2) year period which will expire on October 31, 2023.

8. On August 4, 2021, the City Commission also approved a budget of \$105,000.00 for the renewal period.

9. On or about December 1, 2022 the City's Police Department changed their uniforms and as a result, the department had to increase their budget to \$230,000 for the period commenced on November 1, 2022 and is ending on October 31, 2023 to cover for the additional expenses.

10. The department anticipates a decrease in uniform purchases for the two (2) year period which shall commence on November 1, 2023 and shall end on October 31, 2025 and has budgeted \$185,000.00 annually.

11. The City's Police Department recommends that the City Commission approve this Fourth Amendment to increase the compensation amount of the agreement, as amended, to \$230,000.00 for the period commencing on November 1, 2022 and ending on October 31, 2023, to decrease the compensation amount to \$185,000.00 annually commencing on November 1, 2023 and every year thereafter and to extend the Term of the Agreement for an additional two (2) year period, which shall commence on November 1, 2023 and shall expire on October 31, 2025 as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Additional cost of \$125,000.00 in FY2023 and \$185,000.00 per year in FY2024 & FY2025.

b) Amount budgeted for this item in Account No: \$115,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform) in FY2023. \$175,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform) in FY2024.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 4-year projection of the operational cost of the project:

Agenda Request Form Continued (23-0055)

	Current FY	FY2023-2024	FY2024-2025	FY2025-2026
Revenues	\$.00	\$.00	\$.00	\$.00
Expenditures	\$125,000.00	\$185,000.00	\$169,583.00	\$15,417.00
Net Cost	\$125,000.00	\$185,000.00	\$169,583.00	\$15,417.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

(E) BLD Services, LLC. - IFB # PSUT-20-08 Infiltration Removal Lateral and Mainline Lining Program - Non-renewal

1. On November 4, 2020, the City entered into an Agreement with BLD Services, LLC. for the rehabilitation of the City's sanitary sewer lines and laterals using the cured-in-place ("CIPP") method, for an initial three (3) year period, which expires on September 30, 2023.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year periods upon mutual consent, evidenced by written Amendments extending the term thereof.
3. The Utilities Department will not renew the Agreement with BLD Services since the Vendor has notified the City that they cannot hold their pricing. The Utilities Department will begin a new procurement process to secure these services.



City of Pembroke Pines

**THIRD AMENDMENT TO
AGREEMENT FOR PURCHASE OF POLICE UNIFORMS
BETWEEN THE CITY OF PEMBROKE PINES AND
MUNICIPAL EMERGENCY SERVICES, INC.**

THIS AMENDMENT ("Third Amendment"), dated this 4th day of August, **2021**, is by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

MUNICIPAL EMERGENCY SERVICES, INC., a Foreign Profit Corporation as listed with the Nevada Division of Corporations, authorized to do business in the State of Florida, and with a business address of **12 Turnberry Lane, 2nd FL, Sandy Hook, CT 06482**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **November 30th, 2015**, the Parties entered into Agreement for Purchase of Police Uniforms ("Original Agreement") to govern the provision of police uniforms and accessories for the Pembroke Pines Police Department ("PPPD") on an as needed basis, for an initial **two (2) year period**, which expired on **October 31st, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional two (2) year terms based on CONTRACTOR's acceptable level of performance and funding by the City Commission, upon the mutual consent of the Parties evidenced by a written amendment to the Original Agreement extending the term thereof; and,

WHEREAS, on **November 1st, 2017**, the Parties executed the First Amendment to the Original Agreement, to revise and supplement the terms contained therein and to renew the term of the Original Agreement for an additional two (2) year period which expired on **October 31st, 2019**; and,

WHEREAS, on **January 15th, 2020**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term of the Original Agreement, as amended, for an additional two (2) year period which expires on **October 31st, 2021**; and,

WHEREAS, on or about **May 18th, 2021**, CONTRACTOR acquired Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co.; and,



City of Pembroke Pines

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to supplement the terms of the Original Agreement, as amended, and renew the term for an additional **two (2) year period** which shall commence on **November 1st, 2021** and naturally expire on **October 1st, 2023**, as set forth in this Third Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Third Amendment, or any subsequent amendment, which is in ~~striketrough~~ type shall be deletions from the terms of the Original Agreement, as amended and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

SECTION 3. Effective on or about May 18th, 2021, CONTRACTOR purchased Golden Nugget Uniform, d/b/a Argo Uniform Co. Pursuant to the Assignment, Assumption, and Consent Agreement between the Parties, CONTRACTOR has agreed to accept and assume Golden Nugget Uniform's obligations as set forth in the Original Agreement, as amended.

SECTION 4. The Original Agreement, as amended, is hereby renewed for an additional **two (2) year** term which shall commence on **November 1st, 2021** and naturally expire on **October 31st, 2023**.

SECTION 5. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,



City of Pembroke Pines

created pursuant to Section 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 Definitions for this Section.

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately.

*City of Pembroke Pines*

Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

SECTION 11. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene Graham Marlene Graham

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MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe August 9, 2021

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Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: Charles F. Dodge August 9, 2021

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CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

MUNICIPAL EMERGENCY SERVICES,
INC.

Signed By: [Signature]

Print Name: JOHN SKARYAK

Title: VICE PRESIDENT SALES & SERVICE

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Assignment") is made this 22nd day of July, **2021**, ("Effective Date"), by and between the **City of Pembroke Pines**, located at 601 City Center Way, Pembroke Pines, FL 33025 (hereinafter "City"), **Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co.**, with a place of business at 101 North Dixie Highway, Hallandale Beach, FL 33009-4223 (hereinafter "Assignor"), and **Municipal Emergency Services, Inc.**, with a current place of business at 12 Turnberry Lane, 2nd FL, Sandy Hook, CT 06482 (hereinafter "Assignee").

WHEREAS, City and Assignor entered into the Agreement for Purchase of Police Uniforms dated **November 30th, 2015** (the "Original Agreement"); and,

WHEREAS, the Original Agreement was subsequently amended and restated to renew and supplement the terms set forth therein, the Original Agreement and related amendments are attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, Assignor desires to assign and transfer to Assignee all obligations, duties and liabilities set forth in the Original Agreement, as amended, to Assignee; and,

WHEREAS, Assignee is willing to assume all obligations, duties, and liabilities of Assignor as set forth in the Original Agreement, as amended; and,

WHEREAS, City is willing to authorize the assumption of the Original Agreement, as amended, by Assignee in accordance with the terms of this Assignment; and,

NOW, THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein, City, Assignor and Assignee agree and represent as follows.

1. **ASSIGNMENT AND ASSUMPTION.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Original Agreement, as amended, as of the Effective Date.
2. **ASSUMPTION BY ASSIGNEE.** Assignee accepts the foregoing Assignment from Assignor, and hereby assumes all obligations, covenants, duties, and liabilities of Assignor under the Original Agreement, as amended. Assignee further agrees that it shall perform all of the Assignor's obligations under the Original Agreement, as amended.
3. **ENFORCEMENT BY CITY.** Assignor, Assignee and City hereby acknowledge and agree that there may be obligations, duties, and liabilities contained in the Original Agreement, as amended, that are for the benefit of the City, and the City shall be entitled to enforce such duties, obligations, and liabilities contained in the Original Agreement, as amended, against Assignee to the same extent and in the same manner as if Assignee had entered into the Original Agreement, as amended, with the City on the effective date of the Original Agreement, as amended.
4. **AUTHORIZED SIGNATURE.** The Assignor, Assignee, and City that each represents that, he or she has full legal power to execute this Assignment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Assignment.
5. **FULL FORCE AND EFFECT.** The Assignor, Assignee, and City agree that the Original

Agreement, as amended, shall remain in full force and effect, except Assignee shall assume all of Assignor's obligations and duties set forth therein.

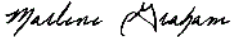
6. **ELECTRONIC SIGNATURE.** This Assignment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS

IN WITNESS OF THE FOREGOING, City, Assignor and Assignee have executed this Assignment as of the Effective Date.

ATTEST:

DocuSigned by:

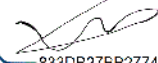


August 9, 2021

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MARLENE D. GRAHAM, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:



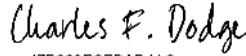
July 27, 2021

833DB27BB2774A7...
Name: JACOB G. HOROWITZ
OFFICE OF THE CITY ATTORNEY

City:

CITY OF PEMBRROKE PINES, FLORIDA

DocuSigned by:

By: 

August 9, 2021

47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

Subject to Ratification by the City
Commission on August 4th, 2021.

Assignor:

GOLD NUGGET UNIFORM, INC. D/B/A
ARGO UNIFORM CO.

By:  Type text here

Name: SANDY EVANS

Title: UNIFORM MANAGER

Date: 7/19/2021

Assignee:

MUNICIPAL EMERGENCY SERVICES, INC.

By: 

Name: JOHN SKARYAK

Title: VICE PRESIDENT SALES & SERVICE

Date: 7/19/2021



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 27.

File ID: 21-0687

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/27/2021

Short Title: Contracts Database Report - August 4th, 2021

Final Action: 08/04/2021

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

Agenda Request Form Continued (21-0687)

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

(P) Miami Art Services-Art Installation at the Frank Gallery-Renewal

(Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

***Agenda Date:** 08/04/2021

Agenda Number: 27.

Internal Notes:

Attachments: 1. Contracts Database Report - August 4, 2021, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Edgenuity-Online Services for Charter Schools (All Backup), 4. C. Nearpod FY2021-22 Agreement (all backup), 5. D. PAEC PDC Resolution 2021-2022 (all backup), 6. E. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 7. F. Pines Care Medical Center LLC - Acct#2461 (Silver Emporium) (AB), 8. G. Cobblestone Systems Corp. - Contracts Management (Orig & 2nd Year) (All Backup), 9. H. MPPRCC - Partnership Agreement - (AB), 10. I. FileOnQ, Inc - Public Safety Platform (ALL BACKUP), 11. J. Municipal Emergency Services, Inc. (Argo) - Purchase of Police Uniforms (AB), 12. K. Choices for Life, Inc. - Commercial Lease Agreement (All Backup), 13. L. Custom Tree Care, Inc. - Disaster & Debris Management (all backup), 14. M. D & J Enterprises, Inc. - Disaster & Debris Management (all backup), 15. N. TFR Enterprises, Inc. - Disaster & Debris Management (all backup), 16. O. City of Pompano Beach - Mulch Co-Op Agreement E-42-17 (All Backup), 17. P. Miami Art Services LLC - Art Installation Services - ALL BACKUP, 18. Q. Sierra Lifecare Inc-Professional Nursing & Healthcare Services-(Orig-2nd) (AB), 19. R. Civic Plus, Inc. - City Website etc. (all backup), 20. S. Polydyne - Purchase of Polymer 2nd Amendment (ALL Backup)

1	City Commission	08/04/2021	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
				Commissioner Siple, and Commissioner Schwartz
			Nay: - 0	

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE

Agenda Request Form Continued (21-0687)

FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal
- (M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal
- (P) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal
- (R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17th, 2018 *nunc pro tunc* October 1st, 2017, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, which expired on September 30th, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Writing Services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal period upon mutual consent of the Parties.
4. To date the Agreement has had four (4) Amendments, including four (4) one (1) year renewals which extended the term of the Original Agreement to September 30th, 2021.
5. The Administration Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve the Fifth Amendment to extend the term for an additional one (1) year term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 1-519-0800-531500-0000-000-0000 (Professional Services Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

(B) Edgenuity, Inc. - Student Online Services-Renewal

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1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, commencing on August 1, 2020 and naturally expiring on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this First renewal for the one (1) year renewal term commencing on August 1, 2021 and expiring on July 31, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: \$56,250

b) Amount budgeted for this item in Account No: The estimated renewal cost of \$56,250 to be budgeted within the FY2021-22 Charter School budget within the following budget accounts pending the number of enrollments:

School Site	Account Description	Account Coding	Amount
West Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00553	\$ 17,000.00
West Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00553	\$ 750.00
Central Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00554	\$ 17,000.00
Central Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 750.00
AVHS	Software <1000 &/or licenses	172-569-5053-552652-5103-369-0000-	\$ 20,000.00
AVCS	Professional &Tech Services	172-569-5053-531310-6400-310-0000-	\$ 750.00
Total			\$ 56,250.00

- c) Source of funding for difference, if not fully budgeted:** Not applicable
- d) 5 year estimated projection of the operational cost of the project:** Not applicable
- e) Detail of additional staff requirements:** Not applicable

(C) Nearpod, Inc. - Student Engagement Platform - Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, commencing on August 17, 2020 and expiring on October 6, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.

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4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve the Renewal Agreement for the term commencing on October 7, 2021 and expiring on October 6, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$47,700.00

b) Amount budgeted for this item in Account No:

East Elementary	170-569-5051-552652-5101-369-0000-00550	\$3,996
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$1,967
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$3,975
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$1,988
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$3,995
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$1,968
West Middle	171-569-5052-552652-5102-369-0000-00553	\$5,963
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$5,962
Academic Village	172-569-5053-552652-5102-369-0000	\$5,962
Academic Village	172-569-5053-552652-5103-369-0000	\$5,962
FSU	173-569-5061-552652-5101-369-0000	\$3,995
FSU	173-569-5061-552652-5102-369-0000	<u>\$1,967</u>
Total		\$47,700

(Non-capital Software & License -Software < than \$1000 &/or lic)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

(D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal

1. On June 30, 2020, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2020 and expiring June 30, 2021.

2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC.) This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.

3. Section VI of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term. Dean Damon Andrew from the Florida State University

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District has signed the contract to renew the professional development plan for the teachers of the Pembroke Pines-Florida State University Charter Elementary School. In addition, the dues for these services will be paid by Florida State University.

4. The Charter School FSU Campus is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this renewal for the term commencing July 1, 2021 and ending June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$0.00
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

(E) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, commencing on October 11, 2016 and expiring on October 10, 2019.

2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.

3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City included additional services into the Original Agreement on December 21, 2016 (HD Streaming), January 8, 2018 (Recurring Captioning Services), and March 5, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.

5. The City executed the Fourth and Fifth Amendments on October 2, 2019 and on August 24, 2020, respectively, which renewed the term of the Original Agreement, as amended, for the first and second, one (1) year renewal terms, with the current term expiring on September 30, 2021.

6. The City Clerk Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve this Sixth Amendment for the third, one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$73,735.33
- b) **Amount budgeted for this item in Account No:** 001-519-1001-534995-0000-000-0000

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(Maintenance Contracts)

c) **Source of funding for difference, if not fully budgeted:** Not applicable

d) **5 year projection of the operational cost of the project:** Not applicable

(F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal

1. On November 4th, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for an initial three (3) year period, which expired on November 3rd, 2016.

2. Pines Care Medical Center, LLC leases the premises Silver Emporium located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026.

3. The Original Agreement, as amended, may be renewed upon the mutual consent of the City and Pines Care Medical Center, LLC, as evidenced by a written amendment extending the term thereof.

4. On January 4th, 2017, the City executed the First amendment to the Original Agreement to extend the term of the Original Agreement up to and including November 3rd, 2021.

5. The Community Services Department is satisfied with the performance of the Original Agreement and recommends that the City Commission approve this Second Amendment for an additional three (3) year period commencing on November 4th, 2021 and ending on November 3rd, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$73,064.52 - Rent Charge as of 11/1/2021 is \$5,717.10 plus Tax \$371.61 for a total amount of \$6,088.71.

b) **Amount budgeted for this item in Account No:** 001-000-8002-362030-0000-000-0000 (Rental - City Facilities)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **3 year projection of the operational cost of the project:**

	Year 1	Year 2	Year 3
Revenue	\$66,975.81	\$73,064.52	\$6,088.71
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$66,975.81	\$73,064.52	\$6,088.71

(G) Cobblestone Systems Corp.-Contracts Management Software- Renewal

1. On November 13, 2019, the City Commission approved and the City entered into a Hosted Software License Agreement with Cobblestone Systems Corp. for an initial one (1) year period, which expired on November 25, 2020.

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2. The City of Pembroke Pines Finance Department utilizes CobbleStone Systems Corp to provide contract management software allowing for document management, contract routing work-flow, task-tracking and online approval process.
3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
4. On August 5, 2020, the City Commission approved the first renewal of the Agreement for a one (1) year renewal term which naturally expires on November 25, 2021.
5. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for the second one (1) year renewal term commencing on November 26, 2021 and expiring on November 25, 2022, as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$25,517.27
- b) **Amount budgeted for this item in Account No:** 1-513-2001-552652-0000-000-0000
(Non-Capital Software and License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project:** Not Applicable

	FY-2022
Revenues	0.00
Expenditures	\$25,517.27
Net Cost	\$25,517.27

**(H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee
Partnership Agreement - Renewal**

1. On December 6th, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30th, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. Section 3.1 of the Original Agreement, as amended authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. To date the Agreement has had four (4) Amendments, including four (4) additional one (1) year renewal periods which extended the term of the Original Agreement, as amended to November 30th, 2021.
5. The Planning & Economic Development Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this

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Fifth Amendment for an additional one (1) year period commencing December 1st, 2021 and ending November 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$8,000.00

b) Amount budgeted for this item in Account No:

001-519-800-554100-0000-000-0000-00000 (Memberships Dues Subscription)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project:

	Year 1	Year 2
Revenues	\$.00	\$.00
Expenditures	\$6,666.70	\$1,333.30
Net Cost	\$6,666.70	\$1,333.30

(I) FileOnQ, Inc. - Public Safety Platform - Renewal

1. On January 10th, 2018, the City entered into a purchase and maintenance Agreement with FileOnQ, Inc. for an initial one (1) year period, which expired on January 14th, 2019.

2. The City of Pembroke Pines Police Department contracts FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), and OnQ QuarterMaster (supply-equipment management software).

3. Section 3.4 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the Agreement has had three (3) amendments, extending the term of the Original Agreement to September 30th, 2021.

5. The Police Department has been satisfied with the performance and execution of the Original Agreement, as amended and recommends the City Commission to approve this Fourth Amendment to extend the term of the Original Agreement for an additional one (1) year period commencing on October 1st, 2021 and expiring on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$24,851.00

b) Amount budgeted for this item in Account No: 001-521-3001-534995-0000-000-0000 (Other Svc - IT)

c) Source of funding for difference, if not fully budgeted: Not Applicable.

Agenda Request Form Continued (21-0687)**d) 5 year projection of the operational cost of the project** Not Applicable**(J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal**

1. On November 30th, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31st, 2017.
2. The City's Police Department utilized Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended extending the term thereof.
4. To date the Agreement has had two (2) Amendments, including two (2) additional two (2) year renewals which extended the term of the Agreement to October 31st, 2021.
5. On or about May 18th, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.
6. The City and Municipal Emergency Services, Inc. signed an Assignment and Assumption Agreement, subject to ratification by the City Commission on August 4th, 2021 Commission meeting.
7. The City's Police Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Second Amendment to extend the term for an additional two (2) year renewal term commencing on November 1st, 2021 and ending on October 31st, 2023 and ratify the City Manger's approval of the Assignment and Assumption Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$105,000.00

b) Amount budgeted for this item in Account No: \$95,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform).

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project:

	Current FY	Year 2	Year 3
Revenues	\$.00	\$.00	\$.00
Expenditures	\$96,250.00	\$105,000.00	\$8,750.00
Net Cost	\$96,250.00	\$105,000.00	\$8,750.00

(K) Choices for Life, Inc.-Business Lease-Renewal

1. On October 15, 2020, the City entered into an Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expires on November 1, 2021.
2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.
3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Public Services Department would like to extend the Business Lease Agreement for an additional one (1) year period commencing on November 2, 2021 and expiring on November 1, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$56,896.08
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000 (Rental city facilities)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Revenue	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08

(L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with Custom Tree Care, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. Custom Tree Care, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the

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first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with D & J Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.

2. D & J Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

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- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with TFR Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. TFR Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

1. On November 14th, 2017, the City of Pompano Beach approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial one (1) year period which expired on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced and Eastcoast Mulch.

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3. The Original Agreement allows for four (4) additional one (1) year renewal periods upon mutual consent.
4. The Original Agreement has been renewed three (3) times extending the term to November 14th, 2021.
5. The renewal letter from the City of Pompano Beach for the last renewal period will be provided once it has been approved by its Commission. The City's Contracts Division confirmed with the City of Pompano Beach that the aforementioned Agreement is in process of being renewed for the last renewal period and it is anticipated to be completed by the end of August or beginning of September 2021.
6. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.
7. The Public Services Department recommends that the City approves the utilization of the last renewal term, of the CO-OP Agreement, commencing on November 15th, 2021 and ending on November 14th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and 001-572-7001-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	FY21-22	FY22-23
Revenues	\$0.00	\$0.00
Expenditures	\$221,154.00	\$28,846.00
Net Cost	\$221,154.00	\$28,846.00

(P) Miami Art Services - Art Installation at the Frank Gallery - Renewal

1. On August 21, 2019, the City commission approved the Agreement between the City and Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.

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2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,000 over a two year period
- b) **Amount budgeted for this item in Account No:**
001-573-7010-534990-0000-000-0000-00350 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

(Q) Sierra Lifecare, Inc - Professional Nursing Services - Renewal

1. On November 1, 2017, the City Commission approved the Professional Services Agreement between the City and Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.
2. Sierra Lifecare, Inc. provides the Pembroke Pines Charter Schools with professional nursing services on an as needed basis.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 4, 2018, the City Commission approved the First Amendment to the Original Agreement to include nursing services for the City's summer camp program for an initial two (2) month period expiring on August 10, 2018.
5. On May 15, 2019, the City Commission Approved the Second Amendment to the Original Agreement, as amended, to renew the terms of the Agreement, as amended, for a two (2) year period commencing on August 1, 2019 and naturally expiring on August 31, 2021.

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6. The City's Recreation and Cultural Arts Department recommend the City Commission approve this Third Amendment for the last two (2) year renewal term commencing on September 1, 2021 and expiring on August 31, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$6,100 (on as needed basis based on needs of campers.)
- b) **Amount budgeted for this item in Account No:** 001-572-7001-534990-0000-000-0000 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Year 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$6,100.00	\$6,100.00
Net Cost	\$6,100.00	\$6,100.00

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. On January 15, 2020, the City Commission approved the first one (1) year continuation of the Agreement commencing on January 31, 2020 and ending on January 30, 2021.
6. On August 5, 2020, the City Commission approved the second one (1) year continuation of the Agreement commencing on January 31, 2021 and ending on January 30, 2022.
7. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the one (1) year continuation commencing on January 31, 2022 and ending on January 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

Agenda Request Form Continued (21-0687)

- a) **Renewal Cost:** \$94,581.18
- b) **Amount budgeted for this item in Account No:** Account:
001-513-2002-546801-0000-000-0000- (I.T. Maintenance contracts)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18
Net Cost	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18

(S) Polydyne, Inc.-Purchase of Polymer-Second Renewal

1. On November 13, 2019, the City Commission approved the City to enter into a Continuing Purchase Agreement with Polydyne, Inc. for an initial period of ten months, expiring September 30, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Polydyne, Inc.to provide CLARIFLOC A-3333P polymer for the Water Treatment Plant.
3. Section 4.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 3, 2020, the City Commission approved the First Amendment between the City and Polydyne, Inc. which renewed the Original Agreement for an additional one (1) year period commencing on October 1, 2020 and naturally expiring on September 30, 2021.
5. The Utilities Department recommends that the City Commission approve this Second Amendment for the second one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022 as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$29,930 (\$1.46/lb x 20,500 lbs)
- b) **Amount budgeted for this item in Account No:** \$29,930 available in Account No.
471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

7/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 76 Batterson Park Road Farmington CT 06032 860-678-4000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C: Navigators Insurance Company</td> <td style="text-align: center;">42307</td> </tr> <tr> <td>INSURER D: Beazley Insurance Company, Inc.</td> <td style="text-align: center;">37540</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Twin City Fire Insurance Company	29459	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Navigators Insurance Company	42307	INSURER D: Beazley Insurance Company, Inc.	37540	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D: Beazley Insurance Company, Inc.	37540														
INSURER E:															
INSURER F:															
INSURED 1372711 Municipal Emergency Services, Inc. P.O. Box 656 Southbury CT 06488															

COVERAGES**CERTIFICATE NUMBER:** 17713067**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	02 CES OF8238	12/29/2020	12/29/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	02 UEN BB4388	12/29/2020	12/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	NY20UMR800442IV	12/29/2020	12/29/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	02 WE AJ3DZW	12/29/2020	12/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber	N	N	V28F02200201	12/29/2020	12/29/2021	Policy Aggregate: \$2,500,000 Ret: \$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is included as Additional Insured on the General Liability on a primary and non-contributory basis as required by written contract. Waiver of Subrogation in favor of The City of Pembroke Pines, its agents, officers and employees applies per written contract.

CERTIFICATE HOLDER**CANCELLATION**

17713067 City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**SECOND AMENDMENT TO PURCHASE OF POLICE UNIFORMS AGREEMENT FOR
PEMBROKE PINES POLICE DEPARTMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM**

THIS AGREEMENT, dated this 15th day of January 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

GOLD NUGGET UNIFORM, INC. D/B/A ARGO UNIFORM CO., a for-profit corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **101 North Dixie Highway, Hallandale Beach, FL 33009-4223** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

WHEREAS, pursuant to **IFB #PD-15-04**, on **November 30, 2015**, the CITY and CONTRACTOR entered into the Original Agreement for **Purchase of Police Uniforms** for an initial **(2) year period**, which commenced on **November 1, 2015** and expired on **October 31, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term, for two (2) year periods based on CONTRACTOR'S acceptable level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by written amendment to the Original Agreement extending the terms thereof; and,

WHEREAS, on **November 1, 2017** the Parties executed the First Amendment to the Original Agreement which amended Article 14 – Public Records and also renewed the term of the Original Agreement for two (2) years effective **November 1, 2017** and terminating on **October 31, 2019**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement, as amended, and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties further desire to execute the second **two (2) year renewal** option and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.



WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article 3, entitled "Compensation & Method of Payment" of the Original Agreement, is hereby amended by the revision of Section 3.1 to include the following:

3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall not exceed **EIGHTY-NINE THOUSAND DOLLARS (\$89,000.00)** annually. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

SECTION 3. Article 3, entitled "Compensation & Method of Payment" of the Original Agreement, is hereby amended by the addition of Section 3.4 to include the following:

3.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes, which indicates that no exceed of **SEVENTY-NINE THOUSAND DOLLARS (\$79,000.00)** annually. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

SECTION 4. Article 15 entitled "**Miscellaneous**" is hereby amended, by the addition of Section 15.15, as follows:

15.15 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

15.15.1 Any amount of, at the time bidding on, submitting a



proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

15.15.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

15.15.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

15.15.2.2 Is engaged in business operations in Syria.

SECTION 5. The Original Agreement is hereby renewed for a **two (2) year renewal period** commencing on **November 1, 2019** and terminating on **October 31, 2021**.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

Marlene D. Graham 1/29/2020
MARLENE D. GRAHAM,
CITY CLERK

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Brian Sherm
OFFICE OF THE CITY ATTORNEY
Name: Brian Sherm

CONTRACTOR:

WITNESSES

GOLD NUGGET UNIFORM, INC. D/B/A ARGO
UNIFORM CO.

Mary Ann Klinefelter
MARY ANN KLINEFELTER
Print Name

BY: Selica Orenstein
Print Name: Selica Orenstein

Lori Schiemann
Lori Schiemann
Print Name

BY: President
Title: President

STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Selica Orenstein as President of **GOLD NUGGET UNIFORM, INC. D/B/A ARGO UNIFORM CO.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM CO.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 27th day of November, 2019.

Sandra Evans
NOTARY PUBLIC
Sandra Evans
(Name of Notary Typed, Printed or Stamped)





City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 20.

File ID: 19-1406

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/21/2019

Short Title: Contract Database Report

Final Action: 01/15/2020

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department

(B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms

(C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18

(E) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services

(F) Ericks Consultants, Inc. - Legislative Consulting Services

(G) Lawrence J. Smith, P.A. - Legislative Consulting Services

(H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

**ITEMS (I) and (J) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT
CODE:**

(I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping

(J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

*Agenda Date: 01/15/2020

Agenda Number: 20.

Internal Notes:

Attachments: 1. Contracts Database Report - January 15, 2020, 2. Cintas Corporation No. 2 - Uniform Rental & Cleaning Agreement (all backup), 3. Gold Nugget dba Argo Uniforms - Uniform Agreement (all backup), 4. Allied Universal Corp - Caustic Soda Agreement (all backup), 5. Ceiling to Floor Cleaning - Janitorial Services (all backup), 6. Civic Plus Inc. - Master Service Agreement (all backup), 7. Ericks Consultants Inc - Legislative Consulting (all backup), 8. Ericks Consultants, Inc. - 2019 Legislative Session Final Report, 9. Lawrence J. Smith, P.A. - Legislative Consulting (all backup), 10. Lawrence J. Smith, P.A. - 2019 Legislative Session Final Report, 11. Smith, Bryan & Myers, Inc. - Legislative Consulting (all backup), 12. Smith, Bryan & Myers, Inc. - 2019 Legislative Session Final Report, 13. Maccabi Landscape, Corp - Citywide Trees, Plants Etc. (all backup), 14. Tropical Touch Garden - Citywide Trees, Plants & Other Landscape Materials (all backup)

1	City Commission	01/15/2020	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Commissioner Castillo, Commissioner Good Jr., Commissioner Schwartz, and Vice Mayor Siple	
		Nay: - 0		

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department

1. On May 25, 2017, the City entered into an Agreement with Cintas Corporation No. 2 for an initial two and a half (2 ½) year period, commencing March 1, 2017 and expiring September 30, 2019.

2. Cintas Corporation No. 2 provides uniforms and cleaning service to Fire Department personnel using a combination of proprietary formulated detergents and commercial extractors removing contaminants and bio-hazardous products from the uniforms.

3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Fire Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2019 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$28,268.24
- b) **Amount budgeted for this item in Account No:** \$31,200.00
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	NA	NA	NA
Expenditures	\$28,268.24	\$29,116.29	NA	NA	NA
Net Cost	\$28,268.24	\$29,116.29	NA	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable

(B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms

1. On November 30, 2015 the City entered into an agreement with Gold Nugget Uniform for an initial two (2) year period commencing on November 1, 2015 and ending on October 31, 2017.
2. The City's Police Department utilizes Gold Nugget for the provision of uniforms and accessories for all uniformed employees of the Pembroke Pines Police Department.
3. On November 1, 2017, the Parties executed the First Amendment to the Original Agreement for the first two (2) year renewal period commencing on November 1, 2017 and ending on October 31, 2019.
4. The Police Department recommends that the City Commission approve this Second Amendment for the two (2) year renewal term, commencing on November 1, 2019 and expiring on October 31, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$89,000.00
- b) **Amount budgeted for this item in Account No:** There is \$80,000 budgeted in account # 1-521-3001-52600 - Clothing/Uniforms and \$9,000 budgeted in account # 1-529-3001-9007-52600 - Code Compliance - Clothing/Uniforms.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The agreement shall be

renewed for an additional two year period.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$81,583.33	\$89,000.00	\$7,416.67	NA	NA
Net Cost	\$81,583.33	\$89,000.00	\$7,416.67	NA	NA

e) **Detail of additional staff requirements:** Not Applicable

(C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)

1. On February 21, 2018, the City Commission approved to enter into an Original Agreement with Allied Universal Corporation and on March 26, 2018 the Parties executed the Agreement for an initial two year period, commencing February 22, 2018 and expiring February 21, 2020.

2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation to provide all materials, labor, supplies, equipment and transportation to furnish and deliver Sodium Hydroxide 25% (Caustic Soda) for Waste Water Treatment Plant odor control.

3. Section 2.2 of the Original Agreement allows for two additional two-year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Utilities Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing February 22, 2020 and ending February 22, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Annual Renewal Cost:** \$78,462.72

b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #471-535-6022-52430 (Operating Chemicals)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project.**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$45,769.92	\$78,462.72	\$32,692.80	NA	NA
Net Cost	\$45,769.92	\$78,462.72	\$32,692.80	NA	NA

e) **Detail of additional staff requirements:** Not Applicable

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18

1. On January 30, 2018, the City entered into a Contractual Services Agreement with Ceiling to Floor Cleaning, Inc. for an initial two (2) year period, commencing February 5, 2018 and

expiring February 4, 2020.

2. The City of Pembroke Pines Recreation & Cultural Arts Department utilizes Ceiling to Floor Cleaning, Inc. to provide Janitorial Services for Studio 18.

3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Recreation & Cultural Arts Department recommends that the City Commission approve this First Amendment for the two (2) year renewal term commencing February 5, 2020 and ending February 5, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$28,614

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account #1-572-7001-34990 (Contractual Services)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$19,075.52	\$28,613.28	\$9,537.76	NA	NA
Net Cost	\$19,075.52	\$28,613.28	\$9,537.76	NA	NA

e) Detail of additional staff requirements: Not Applicable

(E) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.

2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the School Subsites, Intranet, Recreation Software, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide registration software.

3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.

4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.

5. Both, the Technology Services and the Recreation and Cultural Arts Departments

recommend that the City Commission approve the first one (1) year renewal term commencing January 31, 2020 and ending January 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$84,607.60

b) Amount budgeted for this item in Account No: \$65,857.60: 1-513-2002-34995 IT Contractual services & \$18,750.00: 1-572-7001-52652 - Recreation and Cultural Arts Annual Services Fees

c) Source of funding for difference, if not fully budgeted: "Not Applicable"

d) 5 year projection of the operational cost of the project "Not Applicable"

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	NA	NA	NA
Expenditures	\$56,405.07	\$28,202.53	NA	NA	NA
Net Cost	\$56,405.07	\$28,202.53	NA	NA	NA

e) Detail of additional staff requirements: Not Applicable

(F) Ericks Consultants, Inc. - Legislative Consulting Services

1. On January 24, 2013, the City Commission approved to enter into a Legislative Consulting Agreement with Ericks Consultants, Inc. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.

2. The City of Pembroke Pines Administration Department utilizes Ericks Consultants, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.

3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.

4. To date, the Original Agreement, has had six amendments, including six (6) one (1) year renewals which extended the term of the agreement to January 31, 2020.

5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$84,000

- b) **Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$56,000.00	\$28,000.00	NA	NA	NA
Net Cost	\$56,000.00	\$28,000.00	NA	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable.

(G) Lawrence J. Smith, P.A. - Legislative Consulting Services

- On January 25, 2013, the City Commission approved to enter into a Legislative Consulting Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
- The City of Pembroke Pines Administration Department utilizes Lawrence J. Smith, P.A. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
- Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
- To date, the Original Agreement, has had six amendments, including six (6) one (1) year renewals which extended the term of the agreement to January 31, 2020.
- The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$84,000
- b) **Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$56,000.00	\$28,000.00	NA	NA	NA

Net Cost	\$56,000.00	\$28,000.00	NA	NA	NA
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e) **Detail of additional staff requirements:** Not Applicable.

(H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

1. On February 2, 2017, the City Commission approved to enter into a Legislative Consulting Agreement with Smith, Bryan and Myers, Inc. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
2. The City of Pembroke Pines Administration Department utilizes Smith, Bryan and Myers, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, the Original Agreement, has had two amendments, including two (2) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$36,000
- b) **Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	NA	NA	NA
Expenditures	\$24,000.00	\$12,000.00	NA	NA	NA
Net Cost	\$24,000.00	\$12,000.00	NA	NA	NA

e) **Detail of additional staff requirements:** Not Applicable.

(I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping

1. On April 9, 2018, the City entered into a Contractual Services Agreement for an initial one

- (1) year period commencing on April 9, 2018 and expiring on April 8, 2019.
2. The City of Pembroke Pines Public Service Departments contracts Maccabi Landscape Corp to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise.
3. Section 3.2 of the Original Agreement allowed for one (1) additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. On February 20, 2019 the Parties executed the First Amendment to include additional trees, and plants and to renew the agreement for the period commencing on April 9, 2019 and expiring on April 8, 2020.
5. The agreement does not allow for any further renewals.
6. The Public Services Department has begun the procurement process to contract for these services.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** Not Applicable.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	NA	NA	NA	NA	NA
Expenditures	NA	NA	NA	NA	NA
Net Cost	NA	NA	NA	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable.

(J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

1. On April 3, 2018, the City entered into a Contractual Services Agreement for an initial one (1) year period commencing on April 3, 2018 and expiring on April 2, 2019.
2. The City of Pembroke Pines Public Service Departments contracts Tropical Touch Gardens Center, Inc. to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plans and specifications for projects as they arise.
3. Section 3.1 of the Original Agreement allowed for one (1) additional one (1) year renewal

term upon mutual consent, evidenced by a written Amendment.

4. On March 13, 2019 the Parties entered into the First Amendment to include additional trees, and plants and to renew the agreement for the period commencing on April 3, 2019 and expiring on April 2, 2020.

5. The agreement does not allow for any further renewals.

6. The Public Services Department has begun the procurement process to contract for these services.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** Not Applicable.
- b) **Amount budgeted for this item in Account No:** Not Applicable.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	NA	NA	NA	NA	NA
Expenditures	NA	NA	NA	NA	NA
Net Cost	NA	NA	NA	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable.



GOLDN-1

OP ID: GORO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Golden Global Insurance 3323 NE 163 ST STE 505 NORTH MIAMI BEACH, FL 33160 MARC HAIME	305-899-5125	CONTACT NAME MARC HAIME PHONE (A/C, No, Ext): 305-899-5125 FAX (A/C, No): 786-292-2772 E-MAIL ADDRESS: MARC@GOGLO.NET
INSURED GOLD NUGGET UNIFORM INC 101 N Dixie Highway Hallandale, FL 33009		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION OTHER:	X	3AA354593	08/14/2019	08/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED**CERTIFICATE HOLDER****CANCELLATION**

CITY OF PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**FIRST AMENDMENT TO PURCHASE OF POLICE UNIFORMS AGREEMENT FOR
PEMBROKE PINES POLICE DEPARTMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM**

THIS AGREEMENT, dated this 1st day of November 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM., a Corporation, with a business address of **101 North Dixie Highway, Hallandale Beach, FL 33009**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **IFB #PD-15-04**, on **November 1, 2015**, the CITY and CONTRACTOR entered into the Original Agreement for **Purchase of Police Uniforms** for an initial **two (2) year period**, which expires on **October 31, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for two (2) year periods based on Contractor's acceptable level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to execute the **first two (2) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article 14, entitled "Public Records," is hereby repealed and replaced by the following:



14 Public Records.

14.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records required by the CITY to perform the service;

14.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and

14.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

14.2 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.



IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 3. The Original Agreement is hereby renewed for the **first two (2) year renewal** period commencing on **November 1, 2017** and terminating on **October 31, 2019**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY:

Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

Gold Nugget Uniform D/B/A Argo Uniform

BY:

Selica Orenstein
Print Name: Selica Orenstein

Title:

President

WITNESSES

Marianne Green
Print Name

Lori Schiemann
Print Name

STATE OF

Florida

) ss:

COUNTY OF

Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Selica Orenstein as President of **GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 19th day of October, 2017.



Sandra Evans
NOTARY PUBLIC

Sandra Evans
(Name of Notary Typed, Printed or Stamped)



GOLDN-1

OP ID: ROHE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Golden Global Insurance 19950 W. Country Club Dr # 902 Aventura, FL 33180 MARC HAIME	305-899-5125	CONTACT NAME: NOEL EPSTEIN PHONE (A/C, No, Ext): 305-899-5125 FAX (A/C, No): 305-899-5135 E-MAIL: NOEL@GOGLO.NET ADDRESS:
INSURED Gold Nugget Uniforms Inc DBA ARGO UNIFORMS CO 101 N Dixie Highway Hallandale, FL 33009		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INSURANCE CO INSURER B: Lloyds Of London INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	3AA143605	08/14/2017	08/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	BUILDING		77MBR-3511	08/14/2017	08/14/2018	BUILDING 559,269
B	CONTENTS		77MBR-3511	08/14/2017	08/14/2018	CONTENTS 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

CITY OF PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGREEMENT FOR PURCHASE OF POLICE UNIFORMS

THIS AGREEMENT FOR PURCHASE OF POLICE UNIFORMS ("Agreement") is dated this 30 day of November, 2015 by and between:

CITY OF PEMBROKE PINES, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter referred to as the "CITY"),

and

GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM, a Corporation, with a business address of 101 North Dixie Highway, Hallandale Beach, FL 33009 (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, the CITY advertised its invitation to bid No. **IFB #PD-15-04** entitled "Police Uniforms" (hereinafter "ITB") which set forth the CITY's desire to hire a firm to provide uniforms and accessories for all uniformed employees of the Pembroke Pines Police Department (PPPD) on an as-needed basis; and

WHEREAS, on **July 21, 2015**, the responses to the ITB were opened at the offices of the City Clerk; and

WHEREAS, on **November 12, 2015**, the CITY awarded the ITB to CONTRACTOR and authorized the proper City officials to enter into this Agreement with CONTRACTOR to render provide the goods as required in the IFB; and

WHEREAS, CITY and CONTRACTOR wish to enter into this Agreement to provide for the delivery of police uniforms to the CITY by CONTRACTOR; and

WHEREAS, CONTRACTOR shall act as the primary provider of police uniforms to the CITY for the term of this Agreement;

NOW THEREFORE, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



ARTICLE 1 PURCHASE OF GOODS

- 1.1 CITY agrees to purchase and CONTRACTOR agrees to provide police uniforms (the "Commodities") subject of this Agreement.
- 1.2 CONTRACTOR shall provide the Commodities as identified herein and the CITY's IFB and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the estimated quantities and schedule contained in **Exhibit "A"**.
- 1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in **Exhibit "A"**.
- 1.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.
- 1.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities, as further described on **Exhibit "A"**, and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the estimated schedule and quantities listed in **Exhibit "A"**.

ARTICLE 2 TERM AND TERMINATION

- 2.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for a two (2) year period commencing on **November 1, 2015** and ending on **October 31, 2017**, and according to the estimated schedule contained in **Exhibit "A"**.
- 2.2 This Agreement may be renewed for two (2) year periods based on Contractor's acceptable level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.



- 2.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon seven (7) business days of written notice by the terminating party to the other party for such termination.
- 2.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 2.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 2.4.2 CONTRACTOR becomes insolvent;
- 2.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within fifteen (15) days after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall not exceed **ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00)** per year. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY



shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

- 3.2 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.
- 3.3 Should the Parties renew the term of this Agreement pursuant to Section 2.2 herein, in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained in Section 3.1 above may be adjusted no more than on an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than three percent (3%) for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term. The purchase price due from the CITY shall never decrease.

The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the purchase price for the current year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming year.

ARTICLE 4

WARRANTY OF COMMODITIES

- 4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONSULTANT to be free of defective parts and workmanship. This warranty shall be for a period of ninety (90) days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.
- 4.2 CONSULTANT warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit



for the intended use of the Commodities and CONSULTANT shall provide a warranty as to fitness of the Commodities for a period of ninety (90) days of the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 5 INDEMNIFICATION

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 6 INSURANCE



- 6.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.
- 6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any service pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 6.4 REQUIRED INSURANCE

6.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- | | | |
|----|--|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |



- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

6.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

6.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A.	Bodily Injury	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
B.	Property Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

6.5 CONTRACTOR shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

6.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

ARTICLE 7

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

7.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative



action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 8 INDEPENDENT CONTRACTOR

- 8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 SIGNATORY AUTHORITY

- 9.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 10 MERGER; AMENDMENT

- 10.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement



can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 11 DEFAULT OF CONTRACT & REMEDIES

- 11.1 CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR failure to perform in accordance with the requirements of this Agreement.

ARTICLE 12 BANKRUPTCY

- 12.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 13 DISPUTE RESOLUTION

- 13.1 In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected by the CITY from the National Panel of The American Arbitration Association.

13.2 Operations During Dispute.

13.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to provide the Commodities in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty, express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

ARTICLE 14 PUBLIC RECORDS



- 14.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - 14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in **Article 11**.

ARTICLE 15 MISCELLANEOUS

- 15.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 15.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of Commodities or purchases hereunder for which CONTRACTOR. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required



by Florida law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

- 15.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY
Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923



CONTRACTOR: **Gold Nugget Uniform D/B/A Argo Uniform**
101 North Dixie Highway
Hallandale Beach, FL 33009
Telephone No: (954) 457-7100
Facsimile No: (954) 457-9734
Email: sevans@argouniform.com
Selica Orenstein - President

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK.**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

[Signature] 11/30/15
MARLENE D. GRAHAM, CITY CLERK

By: [Signature]
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

[Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

Gold Nugget Uniform D/B/A Argo Uniform

By: [Signature]
Name: Selica Oranstein
Title: President

STATE OF Florida
COUNTY OF Broward

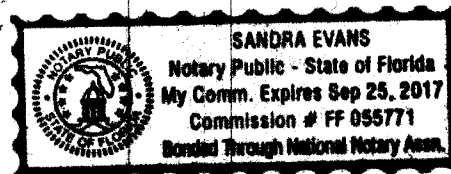
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Selica Oranstein as President of **GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **GOLD NUGGET UNIFORM D/B/A ARGO UNIFORM** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 11th day of Nov., 2015.

[Signature]
NOTARY PUBLIC

Sandra Evans
(Name of Notary Typed, Printed or Stamped)

JFK:mir





Police Uniforms

Invitation for Bids # PD-15-04

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
13975 PEMBROKE ROAD
PEMBROKE PINES, FLORIDA 33026
(954) 704-1259



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ATTACHMENTS

Attachment A: Proposal Form

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer’s Completed Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Specimen Contract/Agreement

Attachment K: References Form



SECTION 1 – INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # PD-15-04 Police Uniforms

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 704-1259 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 13975 Pembroke Road, Pembroke Pines, Florida 33027.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, July 21, 2015. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide an as-needed supply of uniforms and accessories for all uniformed employees of the Pembroke Pines Police Department (PPPD), in accordance with the terms, conditions, and specifications contained in this solicitation.

The Police Department is currently considering various brands for their uniforms. Vendors may bid on all or some of the various uniform options as the Police Department may not select all of the brands listed in this solicitation. All bids shall be awarded to the most responsive/responsible bidder. The City further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified.



If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor’s responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified.

1.3 GENERAL SPECIFICATIONS

1. **Quantities** – The City of Pembroke Pines currently employs approximately 300 uniform employees in the Police Department, however the City does not guarantee the purchase of any specific garment or specific quantities. Purchases at any given time may be for one or more garments and shall be made on an as needed basis only.
2. **Deliveries** - Any uniforms to be delivered will be mailed to the following location; 9500 Pines Boulevard, Pembroke Pines, FL 33024. Inside the package, written on the invoice or packing slip, and on the item packaging itself, must be shown the officer’s name that the uniform belongs to, (i.e. John Smith). Pricing must include the cost of delivery.
3. **Pick-up Location** – Occasionally uniforms may be picked up at the firm’s place of business.
4. **Inventory** – The successful bidder must keep an adequate stock of uniforms in inventory, especially the most popular items such as men’s and women’s pants and shirts.
5. **Turnaround Time** – Vendor needs to specify the turnaround time from when order is received until delivery or pick-up time.
6. **Back Ordered Items** – Any item not in stock at time of request must be made available within ten (10) days of initial order. Items that are back ordered must be reported within two business days from the receipt of order and a delivery time provided.
7. **Recurring Out of Stock Conditions** – Out of stock conditions that occur on a recurring basis will be grounds for termination of the contract. The City reserves the right to purchase uniforms from other vendors if the garments are not available from contract vendor.
8. **Pricing for Uniforms** – All prices quoted shall be used for the purpose of purchasing items on an “as needed” basis and shall be listed in per unit pricing format. Pricing must include delivery costs, measurements, and alterations.
9. **Pricing for Oversized Garments** – Bidders are required to provide a list of any additional cost for oversize garments. Each oversize item on the list must include



the Category, Gender, Proposed Brand, Proposed Product, Proposed Model, Sizes, and Cost:

SAMPLE:

<u>Category</u>	<u>Gender</u>	<u>Proposed Brand</u>	<u>Proposed Product</u>	<u>Proposed Model</u>	<u>Oversize Sizes</u>	<u>Cost for Oversized Item</u>
Shirt - Long Sleeve	Women's	Elbeco	TexTrop2 Long Sleeve Shirt	Z9313LCN	2XL-5XL	\$50.00

10. **Pricing for Custom Patches in Inventory** - Vendor shall provide custom Pembroke Pines Police Patches and shall be able to store the patches in their inventory so that the patches can be stitched on to any required uniforms. Vendors shall provide a price per custom patch. Vendors shall also be able to provide and store general patches to be stitched on to the uniforms on an as needed basis.
11. **Pricing for Sewing Patches or Screen Printing onto Uniforms** – Vendor shall provide a separate price to stitch custom patches, general patches and to screen print insignias onto required uniforms.
12. **Contract Term** – The initial term of this contract shall be for a two (2) year period. The City reserves the right to renew this contract for two (2) year periods based on vendor's acceptable level of performance, approval funding by the City Commission and mutual consent of the parties.
13. **Future Pricing Adjustments** – Upward or downward price adjustments for future renewal periods may be approved, providing that the adjustments are based on a national recognized or published index and approved by the City Manager.
14. **Quality & Appearance** – City reserves the right to reject any uniform for poor quality conditions or appearance. For uniforms that are all one (1) color (i.e.: pants and shirts-midnight navy) the cloth color of the shirt must be the same color as the pants. No variations in color, no matter how slight, will be accepted.
15. **New Garments** – Only new, first quality garments will be accepted. No seconds or irregular garments will be accepted. The City reserves the right to conduct a random quality control check on the items being provided under this contract.
16. **Post Contract Obligation** – Bidder shall continue to provide pricing upon expiration of contract, if not extended, until new contract bid is awarded.

1.4 FITTINGS & ALTERATIONS

1. **Measurements** – It will be the responsibility of the successful bidder to properly measure each officer or provide sample sizing line. All measurements and fittings are to take place at the Bidder's locations, within 15 miles of the Police



Department, however the Police Department may allow for some measurements to take place at the Police Department on an as needed basis.

2. **Visits** – Visits to company for measurement, fittings, and alterations will be done on an as needed basis with no advance notice given to company. The City also expects that the person will be serviced in a prompt efficient manner.
3. **Full Time Alteration Staff** – Successful bidder must have the capability to do basic alterations (i.e. hemming) at the time the Police personnel is at the bidder's location to be fitted. A full time alteration person must be available at firm.
4. **Alteration Time** – Any alterations that cannot be completed while the person is on the premises, must be completed no later than five (5) working days after initial visit.
5. **Alterations & General Tailoring** – All alterations, hemming and general tailoring must be provided by the supplier at no charge to the City of Pembroke Pines and completed within five business days from receipt of the order.

1.5 SAMPLES

Bidder may be required to furnish samples for evaluation. Samples furnished must conform exactly to the specifications herein unless otherwise specified. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon request. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid.

The successful bidder's samples may be retained pending delivery, for comparison with products delivered under the contract.

Samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pick-up of released samples within thirty (30) calendar days will result in disposal of the samples.

1.6 POLICE PATCHES, INSIGNIAS AND EMBLEMS

1. **Patches** – Vendor shall be able to provide the following patches and shall be able to store the patches in their inventory so that the patches can be stitched on to any required uniforms. All shirts, coats, and jackets must be delivered with the proper Police patches stitched on to the garment in the proper location and quantities.

Category	Description
Custom	PPPD Shoulder Patches (Various color schemes including Classic Blue, Subdued, SRT)
	PPPD Badge Patches with Ranks (Various color schemes including Silver and Gold)
	PPPD K-9 Unit Patch (Subdued color scheme)



	Rockers (Division Name Patches) (Example: “Police Service Aide” and “Code Compliance”) City of Pembroke Pines Seal
Unique	Name Tape
Standard	Sergeant Chevrons
	Motor Wing
	Longevity Bars

2. **Custom Patches** – Vendor shall provide a price to provide Custom Patches and to keep them in inventory along with a separate price to stitch the Patches on to the uniforms.
3. **General Patches** – Vendor shall provide and keep general patches in inventory at no cost to the City, however the vendor shall provide a price to stitch the general patches on to the uniforms.
4. **Screen Printing** – Vendor shall provide a separate price to screen print logos, text and insignias onto uniforms. Screen printing will generally be used for most T-Shirts, Dry-Fit Shirts and Jackets, as requested. For example, jackets and windbreakers may have the word “PEMBROKE PINES POLICE” screen printed on the back and on the front in reflective letters. T-Shirts may have the City of Pembroke Pines Seal or Police Department Badge printed on the front and/or back of the shirts.
5. **Patch Locations** – In general, when requested, most of the shirts and vest carriers will contain the patches in the following locations:

Description	Location
PPPD Shoulder Patches	Two PPPD Shoulder Patches will be sewn onto each shirt, one on each sleeve approximately one half inch below the shoulder seam and centered.
PPPD Badge Patches with Ranks	PPPD Badge Patches will be sewn on front left part of the shirt.
PPPD K-9 Unit Patch	For the K-9 Unit, this badge will be placed on the left sleeve under the PPPD Shoulder Patch.
Rockers (Division Name Patches)	For the “Police Service Aide” and “Code Compliance”, this badge will be placed on the left sleeve under the PPPD Shoulder Patch.
City of Pembroke Pines Seal	For Administration/Support Staff, the City of Pembroke Pines Seal will be sewn on front left part of the shirt.
Name Tape	Name Tape will be sewn on each shirt centered above the right front pocket. For the K-9 Unit, “K-9” will be embroidered above the Name Tape.

6. **Design Details** – Additional information on design details will be provided upon request.

1.7 UNIFORMS



Please see **Attachment A – Proposal Form** for a detailed listing of all products that are being requested.

1.8 PROPOSAL REQUIREMENTS

All proposals shall address and be presented as outlined below:

1.8.1 PROPOSAL FORM

Attached is proposal form (Attachment A) where the vendor will complete the proposal checklist and enter their contact information. Proposal form shall be signed by the contact person authorized to represent the contractor. This form must be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

1. Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
2. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
3. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

1.8.2 STANDARD QUALIFYING DATA, FORMS, AND CERTIFICATIONS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal:

1. City of Pembroke Pines Vendor Information Form and a W-9. (Attachment B)
2. Non-Collusive Affidavit (Attachment C)
3. Sworn Statement on Public Entity Crimes Form (Attachment D)
4. Local Vendor Preference Certification, if applicable. (Attachment E)
5. Veteran Owned Small Business Preference Certification (Attachment F)
6. Equal Benefits Certification Form (Attachment G)
7. Proposer's Completed Qualification Statement (Attachment H)
8. References Form. (Attachment K)

1.9 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the IFB. Evaluations shall be based upon the information contained in the proposals as submitted.



B. Staff will make a recommendation to the City Commission for award of contract.

1.10 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	June 23, 2015
Question Due Date	July 6, 2015
Anticipated Date of Issuance for the Addenda with Questions and Answers	July 9, 2015
Proposals will be accepted until	2:00 p.m. on July 21, 2015
Proposals will be opened at	2:30 p.m. on July 21, 2015
Recommendation of Contractor to City Commission award	TBD

1.11 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on July 21, 2015**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the *PROPOSAL REQUIREMENTS* section of this solicitation.

Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

- B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

2.2 REQUIRED ENDORSEMENTS



1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "**Ask a Question**" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "**Question Due Date**" stated in the solicitation. Questions received after "**Question Due Date**" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the, Purchasing Manager, Christina Sorensen, at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, 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 contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

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

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

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

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

"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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

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

3.29 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

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

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 Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.



- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any



other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

PROPOSAL FORM**IFB #:** PD-15-04**TO:** CITY OF PEMBROKE PINES

10100 Pines Boulevard

Pembroke Pines, FL 33026

IN ACCORDANCE WITH THE “Invitation for Bids” dated **June 23, 2015** titled “Police Uniforms” attached hereto as a part hereof the undersigned proposes the following:

Please enter your pricing and information in the yellow highlighted fields and upload your completed form as an excel document.

Police Patches, Insignias and Emblems:

Ref. #	Description	Per Unit Cost to	
		Create, provide and store patches	Cost to stitch, affix, print onto uniforms
A)	PPPD Shoulder Patches		
B)	PPPD Badge Patches with Ranks		
C)	PPPD K-9 Unit Patch		
D)	Rockers (Division Name Patches)		
E)	City of Pembroke Pines Seal		
F)	Name Tape		
G)	Sergeant Chevrons		
H)	Motor Wing		
I)	Longevity Bars		
J)	Screen Printing		

Uniform Prices:

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
1	Accessories - Belt	5.11 Tactical	Unisex	Operator Belt - 1.75" Wide	59405	OD Green					
2	Accessories - Belt	Not Specified	Unisex	Garrison Leather Belt	Not Specified	Black With Silver Buckle					
3	Accessories - Braid	Not Specified	Unisex	Shoulder Cord Braid	Not Specified	Blue & Black					
4	Accessories - Dress Coat	Not Specified	Unisex	High Collar Dress Coat	Not Specified	Navy					
5	Accessories - Gloves	Not Specified	Unisex	Long Honor Guard Sure-Grip Gloves	Not Specified	White & Black					
6	Accessories - Hat	Bayly	Unisex	Round Top Dress Hat	Not Specified	Navy					
7	Accessories - Jacket	Blauer	Unisex	B. Dry All Purpose 3-in-1 Jacket	26950-1	Yellow					
8	Accessories - Jacket	Blauer	Unisex	SoftShell Fleece Jacket	4660	Navy					
9	Accessories - Jacket	Not Specified	Unisex	Rain Coat Or Rain Suit	Not Specified	Yellow					
10	Accessories - Jacket	Not Specified	Unisex	Uniform Lined Windbreaker	Not Specified	Navy					
11	Accessories - Jacket	Propper	Men's	Cotton Ripstop BDU 4 Pocket Coat	F545455001	Black					
12	Accessories - Sam Browne Belt	Jay-Pee	Unisex	Sam Browne Belt	Not Specified	Plain Black with Nickel Buckle					

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
13	Accessories - Shoes	Bates	Men's	Patent Leather Shoes	Not Specified	Black					
14	Accessories - Shoes	Bates	Women's	Patent Leather Shoes	Not Specified	Black					
15	Accessories - Shoes	Clarks	Men's	Full Motor Boots	C2550	Black					
16	Accessories - Shoes	Clarks	Women's	Full Motor Boots	C2550	Black					
17	Accessories - Shoes	Salomon	Men's	XA Pro 3D CS WP Trail Green Running Shoes	L36676800	OD Green					
18	Accessories - Tie	Not Specified	Unisex	Ascot	Not Specified	Blue & Black					
19	Accessories - Tie	Not Specified	Unisex	Neck Tie	Not Specified	Navy					
20	Accessories - Tie	Not Specified	Unisex	Neck Tie Clip On	Not Specified	Navy					
21	Cargo Shorts	Elbeco	Men's	Cargo Shorts	E714	Navy					
22	Cargo Shorts	Elbeco	Women's	Cargo Shorts	E714	Navy					
23	External Vest Carrier	Blauer	Unisex	Polyester Armorskin Vest	8370	Navy & Light Blue					
24	External Vest Carrier	Elbeco	Unisex	V2 External Vest Carrier	V2314	Navy & Light Blue					
25	External Vest Carrier	Flying Cross	Unisex	Aeroshell Advanced Armor Cover	55VC8486	Navy & Light Blue					
26	Pants	5.11 Tactical	Men's	RipStop TDU Pants	74003	Green					
27	Pants	5.11 Tactical	Men's	Taclite Pro Pants	74273	Black, Khaki, Charcoal Gray, TDU Green					
28	Pants	5.11 Tactical	Men's	Twill TDU Pants	74004	Black & Gray					
29	Pants	5.11 Tactical	Women's	Taclite Pro Pants	64360	Charcoal Gray					
30	Pants	Blauer	Men's	Four Pocket Polyester Trousers	8650	Navy					
31	Pants	Blauer	Men's	Side Pocket Polyester Trousers	8655	Navy					
32	Pants	Blauer	Men's	Six Pocket Polyester Trousers (Hidden Pockets)	8657	Navy					
33	Pants	Blauer	Women's	Four Pocket Polyester Trousers	8650W	Navy					
34	Pants	Blauer	Women's	Side Pocket Polyester Trousers	8655W	Navy					
35	Pants	Blauer	Women's	Six Pocket Polyester Trousers (Hidden Pockets)	8657W	Navy					
36	Pants	Dickies	Men's	Loose Fit Double Knee Work Pant	85283	Black					
37	Pants	Dickies	Women's	Relaxed Straight Stretch Twill Pant	FP321	Black					
38	Pants	Edwards	Men's	Polyester Flat Front Pant	2290	Black					
39	Pants	Edwards	Women's	Low Rise Boot Cut Pant	8550	Black					
40	Pants	Elbeco	Men's	Distinction Hidden Cargo Pants	E444R	Navy					
41	Pants	Elbeco	Men's	Distinction Trousers With Hidden Dual	UNK	Navy					
42	Pants	Elbeco	Men's	Tek3 Cargo Pants	E620RN	Black					
43	Pants	Elbeco	Men's	TexTrop2 Pants 4-Pocket	E314RN	Navy					
44	Pants	Elbeco	Men's	TexTrop2 Pants 4-Pocket with 1" Gray Stripe	Not Specified	Black with Gray Stripe					
45	Pants	Elbeco	Women's	Distinction Hidden Cargo Pants	E9444LC	Navy					
46	Pants	Elbeco	Women's	Distinction Trousers With Hidden Dual	UNK	Navy					
47	Pants	Elbeco	Women's	TexTrop2 Pants 4-Pocket	E9314LC	Navy					

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
48	Pants	Elbeco	Women's	TexTrop2 Pants 4-Pocket with 1" Gray Stripe	Not Specified	Black with Gray Stripe					
49	Pants	Fabian Couture Group	Women's	Low Rise Trouser Women	226P	Black					
50	Pants	Flying Cross	Men's	Command 4-Pocket Pants in an Ultra-Light Tropical	34200	Navy					
51	Pants	Massif	Men's	Army Combat Pant	Not Specified	Multicam					
52	Pants	Not Specified	Men's	100% polyester (navy), with 1/2" light blue stripe down outer leg seam	Not Specified	Navy with Light Blue Stripe Down the side					
53	Pants	Not Specified	Women's	100% polyester (navy), with 1/2" light blue stripe down outer leg seam	Not Specified	Navy with Light Blue Stripe Down the side					
54	Pants	Propper	Men's	BDU Tactical Lightweight Ripstop Pant	F5252	Black & Gray					
55	Pants - Breeches	Not Specified	Men's	Breeches	Not Specified	Navy with Light Blue Stripe Down the side					
56	Pants - Breeches	Not Specified	Women's	Breeches	Not Specified	Navy with Light Blue Stripe Down the side					
57	Shirt - Army Combat	Massif	Men's	Army Combat Shirt	Not Specified	UCP					
58	Shirt - DryFit T-Shirt - Long Sleeve	Not Specified	Unisex	Dryfit Long Sleeve Shirt	Not Specified	Navy					
59	Shirt - DryFit T-Shirt - Short Sleeve	Not Specified	Unisex	Dryfit Short Sleeve Shirt	Not Specified	Navy					
60	Shirt - Long Sleeve	Blauer	Men's	Long Sleeve Polyester Supershirt	8670	Navy, Gray & Light Blue					
61	Shirt - Long Sleeve	Blauer	Men's	Long Sleeve Zippered Polyester Shirt	8600-Z	Navy, White & Light Blue					
62	Shirt - Long Sleeve	Blauer	Women's	Long Sleeve Polyester Supershirt	8670W	Navy, Gray & Light Blue					
63	Shirt - Long Sleeve	Blauer	Women's	Long Sleeve Zippered Polyester Shirt	8600-Z-F	Navy, White & Light Blue					
64	Shirt - Long Sleeve	Elbeco	Men's	Tek3 Shirts Long Sleeve	G920NP	Black					
65	Shirt - Long Sleeve	Elbeco	Men's	TexTrop2 Shirts Long Sleeve with Zipper	Z314N, Z310N, & Z313N	Navy, White & Light Blue					
66	Shirt - Long Sleeve	Elbeco	Women's	TexTrop2 Long Sleeve Shirt	Z9313LCN	Light Blue					
67	Shirt - Long Sleeve	Elbeco	Women's	TexTrop2 Shirts Long Sleeve with Zipper	Z9314 & Z9813LCN	Navy, White & Light Blue					
68	Shirt - Long Sleeve	Flying Cross	Men's	Command Long Sleeve Shirt	35W78Z	Navy, White & Light Blue					
69	Shirt - Long Sleeve	Flying Cross	Men's	Power Stretch Command Long Sleeve Shirt	42W7886Z	Navy & Light Blue					
70	Shirt - Long Sleeve	Flying Cross	Women's	Command Long Sleeve Shirt	127R7886Z	Navy & Light Blue					

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
71	Shirt - Long Sleeve	Flying Cross	Women's	Power Stretch Command Long Sleeve Shirt	142R7886Z	Navy & Light Blue					
72	Shirt - Polo	Port Authority	Women's	Sport Tek Dry Zone Polo Shirt Women	L475	Royal Blue					
73	Shirt - Polo - Short Sleeve	5.11 Tactical	Men's	Professional Polo - Short Sleeve	41060	Gray					
74	Shirt - Polo - Short Sleeve	5.11 Tactical	Unisex	Performance Polo - Short Sleeve	71049	Navy, Silver Tan					
75	Shirt - Polo - Short Sleeve	Blauer	Men's	Short Sleeve Performance Patrol Polo	Not Specified	Light Blue					
76	Shirt - Polo - Short Sleeve	Blauer	Women's	Short Sleeve Performance Patrol Polo	8160	Navy, White & Light Blue					
77	Shirt - Polo - Short Sleeve	CornerStone	Men's	Short Sleeve Select Snag-Proof Tactical Polo	CS410	Royal Blue					
78	Shirt - Polo - Short Sleeve	CornerStone	Women's	Short Sleeve Select Snag-Proof Tactical Polo	CS411	Royal Blue					
79	Shirt - Polo - Short Sleeve	Elbeco	Men's	Short Sleeve Polo	5314	Navy & White					
80	Shirt - Polo - Short Sleeve	Elbeco	Men's	UFX Uniform Polo Short Sleeve	K5104, K5100 & K5103	Navy, White & Light Blue					
81	Shirt - Polo - Short Sleeve	Elbeco	Unisex	UFX Performance Short Sleeve Polo Shirt	K5102	Silver Tan					
82	Shirt - Polo - Short Sleeve	Elbeco	Unisex	UFX Performance Tactical Short Sleeve Polo Shirt	K513	Gray & Red					
83	Shirt - Polo - Short Sleeve	Elbeco	Women's	UFX Short Sleeve Polo	5314	Navy, White & Light Blue					
84	Shirt - Polo - Short Sleeve	Port Authority	Men's	Short Sleeve 5-in-1 Performance Pique Polo	K567	Royal Blue					
85	Shirt - Polo - Short Sleeve	Port Authority	Women's	Short Sleeve Poly-Bamboo Charcoal Blend Pique Polo	L497	Royal Blue					
86	Shirt - Short Sleeve	5.11 Tactical	Men's	TacLite Pro Shirt - Short Sleeve	71175	Black					
87	Shirt - Short Sleeve	Blauer	Men's	Short Sleeve Polyester Supershirt	8675	Navy, Gray & Light Blue					
88	Shirt - Short Sleeve	Blauer	Women's	Short Sleeve Polyester Supershirt	8675W	Navy & Light Blue					
89	Shirt - Short Sleeve	Elbeco	Men's	Tek3 Shirts Short Sleeve	G9220NP	Black					
90	Shirt - Short Sleeve	Elbeco	Men's	TexTrop Short Sleeve	100010	Gray					
91	Shirt - Short Sleeve	Elbeco	Men's	TexTrop2 Shirts Short Sleeve with Zipper	Z3314N & Z3313N	Navy & Light Blue					
92	Shirt - Short Sleeve	Elbeco	Women's	TexTrop Short Sleeve	100010	Gray					
93	Shirt - Short Sleeve	Elbeco	Women's	TexTrop2 Shirts Short Sleeve with Zipper	Z9814LCN	Navy & Light Blue					
94	Shirt - Short Sleeve	Flying Cross	Men's	Power Stretch Command Short Sleeve Shirt	92R7886Z	Navy & Light Blue					
95	Shirt - Short Sleeve	Flying Cross	Women's	Power Stretch Command Short Sleeve Shirt	192R7886Z	Navy & Light Blue					
96	Shirt - Short Sleeve	Van Heusen	Women's	¾ Sleeve Shirt Women	13V0527	Royal Blue					
97	Shirt - T-Shirt	Elbeco	Unisex	UFX Performance Tee	Not Specified	Navy					
98	Shirt - T-Shirt	Gildan	Unisex	Cotton T-Shirt	G2000	Not Specified					
99	Shirt - T-Shirt - Long Sleeve	Augusta	Unisex	Wicking Long Sleeve T-Shirt	Not Specified	Not Specified					

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
100	Shirt - T-Shirt - Long Sleeve	Hanes Beefy-T	Unisex	Long Sleeve Cotton T-Shirt	Not Specified	Not Specified					
101	Shirt - T-Shirt - Short Sleeve	Augusta	Unisex	Wicking Short Sleeve T-Shirt	Not Specified	Not Specified					
102	Shirt - T-Shirt - Short Sleeve	Hanes	Unisex	Beefy-T Short Sleeve Cotton T-Shirt	Not Specified	Not Specified					
103	Shirt - Undervest - Long Sleeve	Blauer	Men's	Long Sleeve Polyester Armorskin Base Shirt	8371	Navy & Light Blue					
104	Shirt - Undervest - Long Sleeve	Blauer	Women's	Long Sleeve Polyester Armorskin Base Shirt	8371W	Navy & Light Blue					
105	Shirt - Undervest - Long Sleeve	Elbeco	Men's	UV1 Undervest Shirt Long Sleeve	UVS101	Navy & Light Blue					
106	Shirt - Undervest - Long Sleeve	Elbeco	Women's	UV1 Undervest Shirt Long Sleeve	UVS103	Navy & Light Blue					
107	Shirt - Undervest - Short Sleeve	Blauer	Men's	Short Sleeve Polyester Armorskin Base Shirt	8372	Navy & Light Blue					
108	Shirt - Undervest - Short Sleeve	Blauer	Women's	Short Sleeve Polyester Armorskin Base Shirt	8372W	Navy & Light Blue					
109	Shirt - Undervest - Short Sleeve	Elbeco	Men's	UV1 Undervest Shirt Short Sleeve	UVS102	Navy & Light Blue					
110	Shirt - Undervest - Short Sleeve	Elbeco	Women's	UV1 Undervest Shirt Short Sleeve	UVS104	Navy & Light Blue					
111	Shirt - Undervest - Short Sleeve	Flying Cross	Men's	Hybrid 37.5 Performance Patrol Shirt Short Sleeve	55VS8486	Navy & Light Blue					
112	Shirt - Undervest - Short Sleeve	Flying Cross	Women's	Hybrid 37.5 Performance Patrol Shirt Short Sleeve	Not Specified	Navy & Light Blue					

Please Print Company Information:

Name: _____
Company: _____
Telephone # _____
E-mail Address: _____

Title: _____
Address: _____
Fax # _____



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

Vendor Information Form

Operating Name (Payee)	<input type="text"/>		
Legal Name (as filed with IRS)	<input type="text"/>		
Remit-to Address (For Payments)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
Remit-to Contact Name:	<input type="text"/>	Title:	<input type="text"/>
Email Address:	<input type="text"/>		
Phone #:	<input type="text"/>	Fax #	<input type="text"/>
Order-from Address (For purchase orders)	<input type="text"/>		
	<input type="text"/>		
Order-from Contact Name:	<input type="text"/>	Title:	<input type="text"/>
Email Address:	<input type="text"/>		
Phone #:	<input type="text"/>	Fax #	<input type="text"/>
Return-to Address (For product returns)	<input type="text"/>		
	<input type="text"/>		
Return-to Contact Name	<input type="text"/>	Title:	<input type="text"/>
Email Address:	<input type="text"/>		
Phone #:	<input type="text"/>	Fax #	<input type="text"/>
Payment Terms:	<input type="text"/>		

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☐ Corporation
☐ Sole Proprietorship/Individual
☐ Partnership
☐ Health Care Service Provider
☐ LLC-C (C corporation)-S (S corporation)-P (partnership)
☐ Other (Specify):

Federal ID Number:

Social Security No.:

Name of Applicant / Signature

Title of Applicant Date

W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.	
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <input type="text"/>			
	2 Business name/disregarded entity name, if different from above <input type="text"/>			
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or Trust/estate single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <input type="checkbox"/> Other (see instructions) <input type="text"/> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <input type="text"/> Exemption from FATCA reporting code (if any) <input type="text"/> (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) <input type="text"/>		Requester's name and address (optional) <input type="text"/>	
6 City, state, and ZIP code <input type="text"/>				
7 List account number(s) here (optional) <input type="text"/>				
Part I Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid		Social security number		
<input type="text"/>		<input type="text"/>		

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Employer identification number

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. Person	<input type="text"/>	Date	<input type="text"/>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. **Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years.

However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

- c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer

Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹ The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords,

or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: sparr@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or 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 (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted (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. My name is and my
(Please print name of individual signing)
relationship to the entity named above is .
3. I understand that a "public entity crime" as defined in Paragraph 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, proposal, reply, 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.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 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.
5. I understand that an "affiliate" as defined in Paragraph 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 Cityship 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.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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, 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.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Bidder's Name/Signature

Company

Date



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.

In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.
- 5. Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or

dependents of domestic partners.

6. Spouse means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. Traditional marriage means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ **3.** 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;
- ☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals

non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each 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 reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an ☐ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER’S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN
LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



City of Pembroke Pines

AGREEMENT FOR PURCHASE OF _____

THIS AGREEMENT FOR PURCHASE OF _____
 ("Agreement") is dated this _____ day of _____, _____ by and between:

CITY OF PEMBROKE PINES, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter referred to as the "CITY"),

and

_____, a _____, with a business address of _____
 (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, the CITY advertised its invitation to bid No. _____ entitled _____ (hereinafter "ITB") which set forth the CITY's desire to hire a firm to provide _____:

WHEREAS, on _____, the responses to the ITB were opened at the offices of the City Clerk; and

WHEREAS, on _____ the CITY awarded the ITB to CONTRACTOR and authorized the proper City officials to enter into this Agreement with CONTRACTOR to render provide the goods as required in the IFB; and

WHEREAS, CITY and CONTRACTOR wish to enter into this Agreement to provide for the delivery of _____ to the CITY by CONTRACTOR; and

WHEREAS, CONTRACTOR shall act as the primary provider of _____ to the CITY for the term of this Agreement;

NOW THEREFORE, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



ARTICLE 1 PURCHASE OF GOODS

- 1.1 CITY agrees to purchase and CONTRACTOR agrees to provide _____ (the "Commodities") subject of this Agreement.
- 1.2 CONTRACTOR shall provide the Commodities as identified herein and the CITY's IFB and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the estimated quantities and schedule contained in **Exhibit "A"**.
- 1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in **Exhibit "A"**.
- 1.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.
- 1.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities, as further described on **Exhibit "A"**, and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the estimated schedule and quantities listed in **Exhibit "A"**.

ARTICLE 2 TERM AND TERMINATION

- 2.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial _____ (____) year period commencing on _____ and ending on _____, and according to the estimated schedule contained in **Exhibit "A"**.
- 2.2 This Agreement may be renewed for _____ (____) additional _____ (____) year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.



- 2.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon _____ (____) business days of written notice by the terminating party to the other party for such termination.
- 2.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 2.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than _____ (____) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 2.4.2 CONTRACTOR becomes insolvent;
- 2.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within _____ (____) days after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be _____ Dollars (\$_____) per _____. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall



receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within _____ (____) days.

- 3.2 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.
- 3.3 Should the Parties renew the term of this Agreement pursuant to Section 2.2 herein, in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained in Section 3.1 above may be adjusted no more than on an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than _____ percent (____ %) for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term. The purchase price due from the CITY shall never decrease.

The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the purchase price for the current year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming year.

ARTICLE 4 WARRANTY OF COMMODITIES

- 4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONSULTANT to be free of defective parts and workmanship. This warranty shall be for a period of _____ (____) days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.
- 4.2 CONSULTANT warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit



for the intended use of the Commodities and CONSULTANT shall provide a warranty as to fitness of the Commodities for a period of _____ (____) days of the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 5 INDEMNIFICATION

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 6 INSURANCE



- 6.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.
- 6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any service pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 6.4 REQUIRED INSURANCE
- 6.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:
- | | | |
|----|--|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |



- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

6.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

6.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A.	Bodily Injury	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
B.	Property Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

6.5 CONTRACTOR shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

6.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

ARTICLE 7 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

7.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative



action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 8 INDEPENDENT CONTRACTOR

- 8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 SIGNATORY AUTHORITY

- 9.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 10 MERGER; AMENDMENT

- 10.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement



can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 11 DEFAULT OF CONTRACT & REMEDIES

- 11.1 CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR failure to perform in accordance with the requirements of this Agreement.

ARTICLE 12 BANKRUPTCY

- 12.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 13 DISPUTE RESOLUTION

- 13.1 In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected by the CITY from the National Panel of The American Arbitration Association.
- 13.2 Operations During Dispute.

13.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to provide the Commodities in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty, express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

ARTICLE 14 PUBLIC RECORDS



- 14.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - 14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in **Article 11**.

ARTICLE 15 MISCELLANEOUS

- 15.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 15.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of Commodities or purchases hereunder for which CONTRACTOR. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ____ (____) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required

- It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923



City of Pembroke Pines

CONTRACTOR: [VENDOR NAME].
 [VENDOR ADDRESS]
 [VENDOR CITY, STATE, & ZIP CODE]
 Telephone No. _____
 Facsimile No. _____

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.



**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK.**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **[NAME OF CONTRACTOR]**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **[NAME OF CONTRACTOR]** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20____.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

JFK:mir
Document1

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Provide specific examples of similar contracts. References should be should be capable of explaining and

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E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:


Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

[Vendor view of bid](#)
[Chat](#) | [Description](#) | [Attachments](#)

 Bid #PD-15-04 - Police Uniforms   

Time Left	closed	# of offers	4
Bid Started	Jun 24, 2015 8:20:47 AM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Jul 21, 2015 2:00:00 PM EDT	# of suppliers viewed	57  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 1
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations City of Pembroke Pines No Location Specified Qty 1 Expected Expenditure n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Description

Bid Number	PD-15-04
Title	Uniforms
Quantity	1 contract
Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

[Leave Feedback](#)

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026

Bid Comments The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide an as-needed supply of

uniforms and accessories for all uniformed employees of the Pembroke Pines Police Department (PPPD), in accordance with the terms, conditions, and specifications contained in this solicitation.

The Police Department is currently considering various brands for their uniforms. Vendors may bid on all or some of the various uniform options as the Police Department may not select all of the brands listed in this solicitation. All bids shall be awarded to the most responsive/responsible bidder. The City further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified.

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified.

Description

The City of Pembroke Pines is seeking proposals from qualified firms to provide an as-needed supply of uniforms and accessories for all uniformed employees of the Pembroke Pines Police Department.

Documents

Select All | Select None | Download Selected

- | | |
|--|---|
| <input type="checkbox"/> 1.  PD-15-04 Police Uniforms.pdf [download] | <input type="checkbox"/> 2. Attachment A - Proposal Form.xlsx [download] |
| <input type="checkbox"/> 3.  Attachment B - Vendor Information Form and a W-9 [download] | <input type="checkbox"/> 4.  Attachment C - Non-Collusive Affidavit [download] |
| <input type="checkbox"/> 5.  Attachment D - Sworn Statement on Public Entity Crimes [download] | <input type="checkbox"/> 6.  Attachment E - Local Vendor Preference Certification [download] |
| <input type="checkbox"/> 7.  Attachment F - Veteran Owned Small Business (VOSB) Preference Certification [download] | <input type="checkbox"/> 8.  Attachment G - Equal Benefits Certification Form [download] |
| <input type="checkbox"/> 9.  Attachment H - Proposers Qualifications Statement [download] | <input type="checkbox"/> 10.  Attachment I - Sample Insurance Certificate.pdf [download] |
| <input type="checkbox"/> 11.  Attachment J - Specimen Agreement.pdf [download] | <input type="checkbox"/> 12.  Attachment K - References Form [download] |

 = Included in Bid Packet  = Excluded from Bid Packet

Addendum #1 - Made On Jun 24, 2015 1:23:41 PM EDT

New Documents Attachment A - Proposal Form.xlsx

Removed Documents Attachment A - Proposal Form.doc

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Question and Answers for Bid #PD-15-04 - Police Uniforms

[Create New Question](#)


Question Deadline: Jul 6, 2015 8:30:00 PM EDT

Overall Bid Questions

Question 1

Would you be able to provide the contact information for the individual who sets the requirements for general specifications after this bid has been awarded (or beforehand if allowed). I would like to pass this information onto our sales team to see if there are other items we offer may be beneficial to the department in the future. (Submitted: Jun 25, 2015 7:15:54 PM EDT)

Answer

- The Police Department utilizes various members of their department to determine what uniforms and specifications will be utilized for their various divisions. The Police Department is currently considering various brands for their uniforms. Vendors may bid on all or some of the various uniform options as the Police Department may not select all of the brands listed in this solicitation. If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. Information regarding other items not contained in this solicitation can be sent to Purchasing@ppines.com and will be forwarded to the Police Department's Logistics' office. (Answered: Jul 7, 2015 12:12:10 PM EDT) [edit](#) 

Add to Answer:

[Submit](#)[Leave Feedback](#)**Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com**

DATE: 07/21/2015

SEALED BID FOR: PD-15-04 Police Uniforms

COMPANY NAME

AMOUNT

Electronic Submittal

PRESENT:

CHARLES F. DODGE, CITY MANAGER

MARLENE GRAHAM, CITY CLERK

DEBRA E. ROGERS, DEPUTY CITY CLERK

CHRISTINA SORENSEN, PURCHASING MANAGER

DANNY BENEDIT, PURCHASING DEPARTMENT







[Signature]
[Signature]
[Signature]

OTHERS:

ORIGINAL BIDS RELEASED TO:

ON _____

Bid #PD-15-04 - Police UniformsCreation Date **Jun 16, 2015**End Date **Jul 21, 2015 2:00:00 PM EDT**Start Date **Jun 24, 2015 8:20:47 AM EDT**Awarded Date **Not Yet Awarded**

PD-15-04-01-01 Uniforms					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>DesignLab, Inc.</u>	First Offer -	1 / contract			
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Proposal Form is attached. Oversize charges are listed on the 2nd tab of the excel workbook.			
<u>DGG Taser & Tactical</u>	First Offer -	1 / contract			
Product Code: Agency Notes:		Supplier Product Code: see attached Supplier Notes: See attachment A for specific items bid and prices for each item.			
<u>Gold Nugget dba Argo Uniform Co.</u>	First Offer -	1 / contract			
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

<u>DesignLab, Inc.</u>	
Bid Contact Matt Moller <u>mattpmoller@yahoo.com</u> Ph 864-297-7199 Fax 864-297-7198	Address 825 Old Airport Rd Greenville, SC 29607
Agency Notes:	Supplier Notes:
<u>DGG Taser & Tactical</u>	
Bid Contact Jocelyn Fultz <u>jocelyn@teamdgg.com</u> Ph 904-777-4801 Fax 904-777-4802	Address 8725 Youngerman Ct #305 Jacksonville, FL 32244
Supplier Code 224624	
Agency Notes:	Supplier Notes:
<u>Gold Nugget dba Argo Uniform Co.</u>	
Bid Contact Sandy Evans <u>sevens@argouniform.com</u> Ph 954-457-7100	Address 101 North Dixie Highway Hallandale Beach, FL 33009
Bid Notes Addendum 1 received	
Agency Notes:	Supplier Notes: Addendum 1 received

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all

applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

[Print](#)[Close](#)

ATTACHMENT A

PROPOSAL FORM

IFB #: PD-15-04
TO: CITY OF PEMBROKE PINES
10100 Pines Boulevard
Pembroke Pines, FL 33026

IN ACCORDANCE WITH THE "Invitation for Bids" dated June 23, 2015 titled "Police Uniforms" attached hereto as a part hereof the undersigned proposes the following:

Please enter your pricing and information in the yellow highlighted fields and upload your completed form as an excel document.

Police Patches, Insignias and Emblems:

Ref. #	Description	Per Unit Cost to	
		Create, provide and store patches	Cost to stitch, affix, print onto uniforms
A)	PPPD Shoulder Patches	500@\$1.31 ea. / 1000@\$	N/C
B)	PPPD Badge Patches with Ranks	50@\$2.93 ea./100@\$1.95/ea./200@\$1.52 ea./300@1.29 ea.	N/C
C)	PPPD K-9 Unit Patch	100@\$1.41 ea.	N/C
D)	Rockers (Division Name Patches)	100@\$1.28 ea. / 200@\$1.10 ea.	N/C
E)	City of Pembroke Pines Seal	\$35.00	\$4.00-\$8.00(minimum of 15 pieces to screen)
F)	Name Tape	\$2.95	N/C
G)	Sergeant Chevrons	\$3.95/pr.	N/C
H)	Motor Wing	\$4.29/ea.	N/C
I)	Longevity Bars	\$1.00/ea. Bar	N/C
J)	Screen Printing	\$45.00	\$4.00-\$8.00 (minimum of 15 pieces to screen)

Uniform Prices:

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
1	Accessories - Belt	S.11 Tactical	Unisex	Operator Belt - 1.75" Wide	59405	OD Green	S.11	Operator Belt	#59405	\$ 36.40	Yes
2	Accessories - Belt	Not Specified	Unisex	Garrison Leather Belt	Not Specified	Black With Silver Buckle	Dutyman	Garrison Belt	#1611	\$18.89	Yes
3	Accessories - Braid	Not Specified	Unisex	Shoulder Cord Braid	Not Specified	Blue & Black	GripFlex	Shoulder Cord	#303	\$10.95	No
4	Accessories - Dress Coat	Not Specified	Unisex	High Collar Dress Coat	Not Specified	Navy	Hope Mfg	Dress Coat	#J500C	\$481.48	No
5	Accessories - Gloves	Not Specified	Unisex	Long Honor Guard Sure-Grip Gloves	Not Specified	White & Black	George Mfg	Gloves	#86105	\$4.40	No
6	Accessories - Hat	Bayly	Unisex	Round Top Dress Hat	Not Specified	Navy	Bayly	Dress Hat	#970121	\$41.85	No
7	Accessories - Jacket	Blauer	Unisex	B. Dry All Purpose 3-in-1 Jacket	26950-1	Yellow	Blauer	B.Dry Jacket	#26950-1	\$182.00	Yes
8	Accessories - Jacket	Blauer	Unisex	SoftShell Fleece Jacket	4660	Navy	Blauer	Fleece Jacket	#4660	\$107.90	Yes
9	Accessories - Jacket	Not Specified	Unisex	Rain Coat Or Rain Suit	Not Specified	Yellow	Neese	Rain Coat/Suit	#1650/1600	\$10.95	Yes
10	Accessories - Jacket	Not Specified	Unisex	Uniform Lined Windbreaker	Not Specified	Navy	SnapNWear	Windbreaker	#8200I	\$20.48	Yes
11	Accessories - Jacket	Propper	Men's	Cotton Ripstop BDU 4 Pocket Coat	F545455001	Black	Propper	Ripstop BDU	#F54545500	\$29.95	Yes
12	Accessories - Sam Browne Belt	Jay-Pee	Unisex	Sam Browne Belt	Not Specified	Plain Black with Nickel Buckle	Jaypee	S.Browne Belt	#1435	\$43.29	Yes

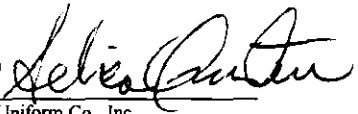
Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
13	Accessories - Shoes	Bates	Men's	Patent Leather Shoes	Not Specified	Black	Bates	Dress Shoes	#2141	\$47.33	No
14	Accessories - Shoes	Bates	Women's	Patent Leather Shoes	Not Specified	Black	Bates	Dress Shoes	#2741	\$47.33	No
15	Accessories - Shoes	Clarks	Men's	Full Motor Boots	C2550	Black	Dehner	Motor Boots	#DH100	\$492.70	No
16	Accessories - Shoes	Clarks	Women's	Full Motor Boots	C2550	Black	Dehner	Motor Boots	#DH100	\$492.70	No
17	Accessories - Shoes	Salomon	Men's	XA Pro 3D CS WP Trail Green Running Shoes	L36676800	OD Green	No Bid				
18	Accessories - Tie	Not Specified	Unisex	Ascot	Not Specified	Blue & Black	Argo	Ascot	#AS	\$7.95	No
19	Accessories - Tie	Not Specified	Unisex	Neck Tie	Not Specified	Navy	S. Broome	Neck Tie	#90072	\$4.18	No
20	Accessories - Tie	Not Specified	Unisex	Neck Tie Clip On	Not Specified	Navy	S. Broome	Clip on Tie	#90001	\$4.18	No
21	Cargo Shorts	Elbeco	Men's	Cargo Shorts	E714	Navy	Elbeco	Cargo Shorts	#714	\$42.25	Yes
22	Cargo Shorts	Elbeco	Women's	Cargo Shorts	E714	Navy	Elbeco	Cargo Shorts	#9714	\$42.25	Yes
23	External Vest Carrier	Blauer	Unisex	Polyester Armorskin Vest	8370	Navy & Light Blue	Blauer	Armorskin Vest	#8370	\$70.85	Yes
24	External Vest Carrier	Elbeco	Unisex	V2 External Vest Carrier	V2314	Navy & Light Blue	Elbeco	V2 Vest Carrier	#V2314	\$63.38	Yes
25	External Vest Carrier	Flying Cross	Unisex	Aeroshell Advanced Armor Cover	55VC8486	Navy & Light Blue	No Bid				
26	Pants	5.11 Tactical	Men's	RipStop TDU Pants	74003	Green	5.11	TDU Pants	#74003	\$47.45	Yes
27	Pants	5.11 Tactical	Men's	TacLite Pro Pants	74273	Black, Khaki, Charcoal Gray, TDU Green	5.11	TacLite Pro Trs	#74273	\$47.45	Yes
28	Pants	5.11 Tactical	Men's	Twill TDU Pants	74004	Black & Gray	5.11	TDU Twill Trs	#74004	\$47.45	Yes
29	Pants	5.11 Tactical	Women's	TacLite Pro Pants	64360	Charcoal Gray	5.11	TacLite Pro Trs	#64360	\$47.45	Yes
30	Pants	Blauer	Men's	Four Pocket Polyester Trousers	8650	Navy	Blauer	4-Pkt Pants	#8650	\$41.93	Yes
31	Pants	Blauer	Men's	Side Pocket Polyester Trousers	8655	Navy	Blauer	Side Pkt Pants	#8655	\$53.30	Yes
32	Pants	Blauer	Men's	Six Pocket Polyester Trousers (Hidden Pockets)	8657	Navy	Blauer	6-Pkt Pants	#8657	\$52.98	Yes
33	Pants	Blauer	Women's	Four Pocket Polyester Trousers	8650W	Navy	Blauer	4-Pkt Pants	#8650W	\$41.93	Yes
34	Pants	Blauer	Women's	Side Pocket Polyester Trousers	8655W	Navy	Blauer	Side Pkt Pants	#8655W	\$53.30	Yes
35	Pants	Blauer	Women's	Six Pocket Polyester Trousers (Hidden Pockets)	8657W	Navy	Blauer	6-Pkt Pants	#8657W	\$52.98	Yes
36	Pants	Dickies	Men's	Loose Fit Double Knee Work Pant	85283	Black	Dickies	Work Pants	#85283	\$23.92	Yes
37	Pants	Dickies	Women's	Relaxed Straight Stretch Twill Pant	FP321	Black	Dickies	Relaxed Pants	#FP321	\$23.92	Yes
38	Pants	Edwards	Men's	Polyester Flat Front Pant	2290	Black	Edwards	Flat Front Trs	#2290	\$30.15	Yes
39	Pants	Edwards	Women's	Low Rise Boot Cut Pant	8550	Black	Edwards	Boot Cut Trs	#8550	\$30.15	Yes
40	Pants	Elbeco	Men's	Distinction Hidden Cargo Pants	E444R	Navy	Elbeco	Hidden Cargo	#394	\$39.33	Yes
41	Pants	Elbeco	Men's	Distinction Trousers With Hidden Dual	UNK	Navy	Elbeco	Hidden Cargo	#E394	\$39.33	Yes
42	Pants	Elbeco	Men's	Tek3 Cargo Pants (#E5700)	E620RN	Black	Elbeco	Tek3 Cargo Trs	#E620RN	\$40.50	Yes
43	Pants	Elbeco	Men's	TexTrop2 Pants 4-Pocket	E314RN	Navy	Elbeco	4-Pkt Pants	#E314RN	\$28.56	Yes
44	Pants	Elbeco	Men's	TexTrop2 Pants 4-Pocket with 1" Gray Stripe	Not Specified	Black with Gray Stripe	Elbeco	Trs w/Stripe	#E314STRP	\$34.56	Yes
45	Pants	Elbeco	Women's	Distinction Hidden Cargo Pants	E9444LC	Navy	Elbeco	Hidden Cargo	#E9394LC	\$39.33	Yes
46	Pants	Elbeco	Women's	Distinction Trousers With Hidden Dual	UNK	Navy	Elbeco	Hidden Cargo	#E9394LC	\$39.33	Yes
47	Pants	Elbeco	Women's	TexTrop2 Pants 4-Pocket	E9314LC	Navy	Elbeco	4-Pkt Pants	#E9314LC	\$28.56	Yes
48	Pants	Elbeco	Women's	TexTrop2 Pants 4-Pocket with 1" Gray Stripe	Not Specified	Black with Gray Stripe	Elbeco	Trs w/Stripe	#E9314STRP	\$34.56	Yes

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
49	Pants	Fabian Couture Group	Women's	Low Rise Trouser Women	226P	Black	No Bid				
50	Pants	Flying Cross	Men's	Command 4-Pocket Pants in an Ultra-Light Tropical	34200	Navy	No Bid				
51	Pants	Massif	Men's	Army Combat Pant	Not Specified	Multicam	No Bid				
52	Pants	Not Specified	Men's	100% polyester (navy), with 1/2" light blue stripe down outer leg seam	Not Specified	Navy with Light Blue Stripe Down the side	Elbeco	Trs w/Stripe	#E314STRP	\$34.56	Yes
53	Pants	Not Specified	Women's	100% polyester (navy), with 1/2" light blue stripe down outer leg seam	Not Specified	Navy with Light Blue Stripe Down the side	Elbeco	Trs w/Stripe	#E9314STRP	\$34.56	Yes
54	Pants	Propper	Men's	BDU Tactical Lightweight Ripstop Pant	F5252	Black & Gray	Propper	BDU L/Weight	#F5252	\$28.23	Yes
55	Pants - Breeches	Not Specified	Men's	Breeches	Not Specified	Navy with Light Blue Stripe Down the side	Argo	Breeches	#BREE	\$125.80	No
56	Pants - Breeches	Not Specified	Women's	Breeches	Not Specified	Navy with Light Blue Stripe Down the side	Argo	Breeches	#BREE	\$125.80	No
57	Shirt - Army Combat	Massif	Men's	Army Combat Shirt	Not Specified	UCP	No Bid				
58	Shirt - DryFit T-Shirt - Long Sleeve	Not Specified	Unisex	Dryfit Long Sleeve Shirt	Not Specified	Navy	Truspec	L/S Dryfit Shirt	#4319	\$22.75	Yes
59	Shirt - DryFit T-Shirt - Short Sleeve	Not Specified	Unisex	Dryfit Short Sleeve Shirt	Not Specified	Navy	Truspec	S/S Dryfit Shirt	#4316	\$18.85	Yes
60	Shirt - Long Sleeve	Blauer	Men's	Long Sleeve Polyester Supershirt	8670	Navy, Gray & Light Blue	Blauer	L/S Shirt	#8670	\$51.68	Yes
61	Shirt - Long Sleeve	Blauer	Men's	Long Sleeve Zippered Polyester Shirt	8600-Z	Navy, White & Light Blue	Blauer	L/S Zip Shirt	#8600-Z	\$43.88	Yes
62	Shirt - Long Sleeve	Blauer	Women's	Long Sleeve Polyester Supershirt	8670W	Navy, Gray & Light Blue	Blauer	L/S Shirt	#8670W	\$51.68	Yes
63	Shirt - Long Sleeve	Blauer	Women's	Long Sleeve Zippered Polyester Shirt	8600-Z-F	Navy, White & Light Blue	Blauer	L/S Zip Shirt	#8600-Z-F	\$43.88	Yes
64	Shirt - Long Sleeve	Elbeco	Men's	Tek3 Shirts Long Sleeve (#5610)	G920NP	Black	Elbeco	L/S Tek3 Shirt	#G920NP	\$39.72	Yes
65	Shirt - Long Sleeve	Elbeco	Men's	TexTrop2 Shirts Long Sleeve with Zipper	Z314N, Z310N, & Z313N	Navy, White & Light Blue	Elbeco	L/S Zip Shirt	#Z314,0,3	\$34.19	Yes
66	Shirt - Long Sleeve	Elbeco	Women's	TexTrop2 Long Sleeve Shirt	Z9313LCN	Light Blue	Elbeco	L/S Shirt	#9313LCN	\$34.19	Yes
67	Shirt - Long Sleeve	Elbeco	Women's	TexTrop2 Shirts Long Sleeve with Zipper	Z9314 & Z9813LCN	Navy, White & Light Blue	Elbeco	L/S Zip Shirt	#Z9314,3	\$34.19	Yes
68	Shirt - Long Sleeve	Flying Cross	Men's	Command Long Sleeve Shirt	35W78Z	Navy, White & Light Blue	No Bid				
69	Shirt - Long Sleeve	Flying Cross	Men's	Power Stretch Command Long Sleeve Shirt	42W7886Z	Navy & Light Blue	No Bid				
70	Shirt - Long Sleeve	Flying Cross	Women's	Command Long Sleeve Shirt	127R7886Z	Navy & Light Blue	No Bid				
71	Shirt - Long Sleeve	Flying Cross	Women's	Power Stretch Command Long Sleeve Shirt	142R7886Z	Navy & Light Blue	No Bid				
72	Shirt - Polo	Port Authority	Women's	Sport Tek Dry Zone Polo Shirt Women	L475	Royal Blue	Pt.Authority	Polo	#L475	\$15.59	Yes

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
73	Shirt - Polo - Short Sleeve	5.11 Tactical	Men's	Professional Polo - Short Sleeve	41060	Gray	5.11	Polo	#41060	\$39.00	Yes
74	Shirt - Polo - Short Sleeve	5.11 Tactical	Unisex	Performance Polo - Short Sleeve	71049	Navy, Silver Tan	5.11	Polo	#71049	\$39.00	Yes
75	Shirt - Polo - Short Sleeve	Blauer	Men's	Short Sleeve Performance Patrol Polo	Not Specified	Light Blue	Blauer	Polo	#8160	\$53.95	Yes
76	Shirt - Polo - Short Sleeve	Blauer	Women's	Short Sleeve Performance Patrol Polo	8160	Navy, White & Light Blue	Blauer	Polo	#8160	\$53.95	Yes
77	Shirt - Polo - Short Sleeve	CornerStone	Men's	Short Sleeve Select Snag-Proof Tactical Polo	CS410	Royal Blue	Cornerstone	Polo	#CS410	\$24.69	Yes
78	Shirt - Polo - Short Sleeve	CornerStone	Women's	Short Sleeve Select Snag-Proof Tactical Polo	CS411	Royal Blue	Cornerstone	Polo	#CS411	\$24.69	Yes
79	Shirt - Polo - Short Sleeve	Elbeco	Men's	Short Sleeve Polo	5314	Navy & White	Elbeco	Polo	#K5130,4	\$31.53	Yes
80	Shirt - Polo - Short Sleeve	Elbeco	Men's	UFX Uniform Polo Short Sleeve	K5104, K5100 & K5103	Navy, White & Light Blue	Elbeco	Polo	#K5100,2,3,4	\$38.84	Yes
81	Shirt - Polo - Short Sleeve	Elbeco	Unisex	UFX Performance Short Sleeve Polo Shirt	K5102	Silver Tan	Elbeco	Polo	#K5132	\$38.84	Yes
82	Shirt - Polo - Short Sleeve	Elbeco	Unisex	UFX Performance Tactical Short Sleeve Polo Shirt	K513	Gray & Red	Elbeco	Polo	#K5138,5	\$28.67	Yes
83	Shirt - Polo - Short Sleeve	Elbeco	Women's	UFX Short Sleeve Polo	5314	Navy, White & Light Blue	Elbeco	Polo	#K5170,4,62	\$28.67	Yes
84	Shirt - Polo - Short Sleeve	Port Authority	Men's	Short Sleeve 5-in-1 Performance Pique Polo	K567	Royal Blue	Pt.Authority	Polo	#K567	\$19.49	Yes
85	Shirt - Polo - Short Sleeve	Port Authority	Women's	Short Sleeve Poly-Bamboo Charcoal Blend Pique Polo	L497	Royal Blue	Pt.Authority	Polo	#L497	\$23.39	Yes
86	Shirt - Short Sleeve	5.11 Tactical	Men's	Taclite Pro Shirt - Short Sleeve	71175	Black	5.11	S/S Taclite	#71175	\$46.80	Yes
87	Shirt - Short Sleeve	Blauer	Men's	Short Sleeve Polyester Supershirt	8675	Navy, Gray & Light Blue	Blauer	S/S Super Shirt	#8675	\$47.78	Yes
88	Shirt - Short Sleeve	Blauer	Women's	Short Sleeve Polyester Supershirt	8675W	Navy & Light Blue	Blauer	S/S Super Shirt	#8675W	\$47.78	Yes
89	Shirt - Short Sleeve	Elbeco	Men's	Tek3 Shirts Short Sleeve (#5630)	G9220NP	Black	Elbeco	S/S Tek3 Shirt	#G9220NP	\$37.44	Yes
90	Shirt - Short Sleeve	Elbeco	Men's	TexTrop Short Sleeve	100010	Gray	Elbeco	S/S Shirt	#Z3311	\$29.64	Yes
91	Shirt - Short Sleeve	Elbeco	Men's	TexTrop2 Shirts Short Sleeve with Zipper	Z3314N & Z3313N	Navy & Light Blue	Elbeco	S/S Shirt	#Z3314,3	\$29.64	Yes
92	Shirt - Short Sleeve	Elbeco	Women's	TexTrop Short Sleeve	100010	Gray	Elbeco	S/S Shirt	#Z9811	\$29.64	Yes
93	Shirt - Short Sleeve	Elbeco	Women's	TexTrop2 Shirts Short Sleeve with Zipper	Z9814LCN	Navy & Light Blue	Elbeco	S/S Zip Shirt	#Z9814LCN	\$29.64	Yes
94	Shirt - Short Sleeve	Flying Cross	Men's	Power Stretch Command Short Sleeve Shirt	92R7886Z	Navy & Light Blue	No Bid				
95	Shirt - Short Sleeve	Flying Cross	Women's	Power Stretch Command Short Sleeve Shirt	192R7886Z	Navy & Light Blue	No Bid				
96	Shirt - Short Sleeve	Van Heusen	Women's	¾ Sleeve Shirt Women	13V0527	Royal Blue	Van Heusen	S/S Shirt	#13V0527	\$19.50	Yes
97	Shirt - T-Shirt	Elbeco	Unisex	UFX Performance Tee	Not Specified	Navy	Elbeco	UFX Tee	#8954	\$16.56	Yes
98	Shirt - T-Shirt	Gildan	Unisex	Cotton T-Shirt	G2000	Not Specified	Gildan	T-Shirts	#G200	\$6.49	Yes
99	Shirt - T-Shirt - Long Sleeve	Augusta	Unisex	Wicking Long Sleeve T-Shirt	Not Specified	Not Specified	Augusta	L/S T-Shirt	#788	\$14.16	Yes
100	Shirt - T-Shirt - Long Sleeve	Hanes Beefy-T	Unisex	Long Sleeve Cotton T-Shirt	Not Specified	Not Specified	Hanes	L/S T-Shirt	#5186	\$11.49	Yes
101	Shirt - T-Shirt - Short Sleeve	Augusta	Unisex	Wicking Short Sleeve T-Shirt	Not Specified	Not Specified	Augusta	S/S T-Shirt	#790	\$7.85	Yes

Ref. #	Category	Requested Brand	Gender	Requested Product	Requested Model #	Color	Proposed Brand	Proposed Product	Proposed Model #	Unit Price	Additional Charge for Oversize (Yes/No)
102	Shirt - T-Shirt - Short Sleeve	Hanes	Unisex	Beefy-T Short Sleeve Cotton T-Shirt	Not Specified	Not Specified	Hanes	S/S T-Shirt	#5180	\$8.50	Yes
103	Shirt - Undervest - Long Sleeve	Blauer	Men's	Long Sleeve Polyester Armorskin Base Shirt	8371	Navy & Light Blue	Blauer	L/S Armorskin	#8371	\$40.30	Yes
104	Shirt - Undervest - Long Sleeve	Blauer	Women's	Long Sleeve Polyester Armorskin Base Shirt	8371W	Navy & Light Blue	Blauer	L/S Armorskin	#8371W	\$40.30	Yes
105	Shirt - Undervest - Long Sleeve	Elbeco	Men's	UV1 Undervest Shirt Long Sleeve	UVS101	Navy & Light Blue	Elbeco	UV1 L/S Shirt	#UVS101	\$33.02	Yes
106	Shirt - Undervest - Long Sleeve	Elbeco	Women's	UV1 Undervest Shirt Long Sleeve	UVS103	Navy & Light Blue	Elbeco	UV1 L/S Shirt	#UVS103	\$33.02	Yes
107	Shirt - Undervest - Short Sleeve	Blauer	Men's	Short Sleeve Polyester Armorskin Base Shirt	8372	Navy & Light Blue	Blauer	S/S Armorskin	#8372	\$37.38	Yes
108	Shirt - Undervest - Short Sleeve	Blauer	Women's	Short Sleeve Polyester Armorskin Base Shirt	8372W	Navy & Light Blue	Blauer	S/S Armorskin	#8372W	\$37.38	Yes
109	Shirt - Undervest - Short Sleeve	Elbeco	Men's	UV1 Undervest Shirt Short Sleeve	UVS102	Navy & Light Blue	Elbeco	UV1 S/S Shirt	#UVS102	\$30.55	Yes
110	Shirt - Undervest - Short Sleeve	Elbeco	Women's	UV1 Undervest Shirt Short Sleeve	UVS104	Navy & Light Blue	Elbeco	UV1 S/S Shirt	#UVS104	\$30.55	Yes
111	Shirt - Undervest - Short Sleeve	Flying Cross	Men's	Hybrid 37.5 Performance Patrol Shirt Short Sleeve	55VS8486	Navy & Light Blue	No Bid				
112	Shirt - Undervest - Short Sleeve	Flying Cross	Women's	Hybrid 37.5 Performance Patrol Shirt Short Sleeve	Not Specified	Navy & Light Blue	No Bid				

Please Print Company Information:

Name: Selica Orenstein 
Company: Gold Nugget Uniform dba Argo Uniform Co., Inc.
Telephone # 954-457-7100
E-mail Address: sevans@argouniform.com

Title: President
Address: 101 N. Dixie Hwy. Hallandale Beach, FL 33009
Fax # 954-457-9734

Supplier: **Gold Nugget dba Argo Uniform Co.**

Attachment B



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

Vendor Information Form

Operating Name (Payee)	Gold Nugget Uniform DBA Argo Uniform Co.,		
Legal Name (as filed with IRS)	Gold Nugget Uniforms		
Remit-to Address (For Payments)	101 North Dixie Highway		
	Hallandale Beach		
	FL 33009		
Remit-to Contact Name:	Eva Perez	Title:	Accts. Receivable
Email Address:	eperez@argouniform.com		
Phone #:	954-457-7100	Fax #	954-458-9734
Order-from Address (For purchase orders)	101 N Dixie Hwy		
	Hallandale Beach, FL 33009		
Order-from Contact Name:	Sandy Evans	Title:	Store Manager
Email Address:	sevans@argouniform.com		
Phone #:	954-457-7100	Fax #	954-458-9734
Return-to Address (For product returns)	101 N. Dixie Hwy.		
	Hallandale Beach, FL 33009		
Return-to Contact Name	Howie Orenstein	Title:	Sales Manager
Email Address:	sales@argouniform.com		
Phone #:	954-457-7100	Fax #	954-458-9734
Payment Terms:	Net 30 Days		

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☒ Corporation Federal ID Number: 59-2015949
☐ Sole Proprietorship/Individual Social Security No.:
☐ Partnership
☐ Health Care Service Provider
☐ LLC-C (C corporation)-S (S corporation)-P (partnership)
☐ Other (Specify):

Name of Applicant / Signature Selica Orenstein

Title of Applicant President Date 07-07-2015

described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
 3. The IRS tells the requester that you furnished an incorrect TIN,
 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).
- Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemptio* from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name or line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 604 of the Internal Revenue Code.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN below*.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employee Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account

3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ⁽²⁾
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor- trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹ The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	The estate
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁵ Not for use with the name of a trust, estate, or pension.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4464. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Supplier Response Form

DPX Form

Attachment B



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

Vendor Information Form

Operating Name (Payee)	Gold Nugget Uniform DBA Argo Uniform Co., *		
Legal Name (as filed with IRS)	Gold Nugget Uniforms *		
Remit-to Address (For Payments)	101 North Dixie Highway *		
	Hallandale Beach *		
	FL 33009 *		
Remit-to Contact Name:	Eva Perez *	Title:	Accts. Receivable *
Email Address:	eperez@argouniform.com *		
Phone #:	954-457-7100 *	Fax #	954-458-9734 *
Order-from Address (For purchase orders)	101 N Dixie Hwy *		
	Hallandale Beach, FL 33009 *		
Order-from Contact Name:	Sandy Evans *	Title:	Store Manager *
Email Address:	sevans@argouniform.com *		
Phone #:	954-457-7100 *	Fax #	954-458-9734 *

Return-to Address (For product returns)	101 N. Dixie Hwy. *		
	Hallandale Beach, FL 33009 *		
Return-to Contact Name	Howie Orenstein *	Title:	Sales Manager *
Email Address:	sales@argouniform.com *		
Phone #:	954-457-7100 *	Fax #	954-458-9734 *
Payment Terms:	Net 30 Days *		

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☒ **Corporation** **Federal ID Number:** 59-2015949
☐ **Sole Proprietorship/Individual** **Social Security No.:**
☐ **Partnership**
☐ **Health Care Service Provider**
☐ **LLC-C (C corporation)-S (S corporation)-P (partnership)**
☐ **Other (Specify):**

Name of Applicant /Signature Selica Orenstein  *

Title of Applicant President *** Date 07-07-2015 ***

W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Gold Nugget Uniform *		
	2 Business name/disregarded entity name, if different from above Argo Uniform Co. *		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	

Print or type Specific instructions on page 2 See	Partnership Trust/estate single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner		Exempt payee code (if any) Exemption from FATCA reporting code (if any)	
	Other (see instructions) a		(Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 101 N. Dixie Hwy. *		Requester's name and address (optional)	
	6 City, state, and ZIP code Hallandale Beach, FL 33009 *			
	7 List account number(s) here (optional)			
Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid			Social security number	
			<div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div> <div></div> </div>	

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Employer identification number

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

5	9	-	2	0	1	5	9	4	9
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Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. Person * <i>Helian Carter</i>	Date 07-07-2015 *
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Supplier: **Gold Nugget dba Argo Uniform Co.**



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or 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 (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Selica Orenstein**

Title **President**

Name of Company **Gold Nugget Uniform dba Argo Uniform Co.**

Supplier Response Form

City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Owner

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or 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 (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title President

Name of Company Gold Nugget Uniform dba Argo *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.

Supplier: **Gold Nugget dba Argo Uniform Co.**



City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **Gold Nugget Uniform dba Argo Uniform Co.** (name of entity submitting sworn statement) whose business address is **101 N. Dixie Hwy. Hallandale Bch, FL 33009** and (if applicable) its Federal Employer Identification Number (FEIN) is **59-2015949** . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. My name is **Selica Orenstein** and my
(Please print name of individual signing)

relationship to the entity named above is **President** .

3. I understand that a "public entity crime" as defined in Paragraph 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, proposal, reply, 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.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 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.

5. I understand that an "affiliate" as defined in Paragraph 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 Cityship 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.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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, 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.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Selica Orenstein

**Gold Nugget Uniform dba 07-07-2015
Argo Uniform Co.**

Bidder's Name/Signature

Company

Date

Supplier Response Form



City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Gold Nugget Uniform dba Argo (name of entity submitting sworn statement) whose business address is 101 N. Dixie Hwy. Hallandale Bch, FL 33009 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2015949. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is Selica Orenstein and my (Please print name of individual signing) relationship to the entity named above is President
3. I understand that a "public entity crime" as defined in Paragraph 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, proposal, reply, 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.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 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.
5. I understand that an "affiliate" as defined in Paragraph 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 Cityship 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.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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, 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.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


Bidder's Name/Signature

Gold Nugget Uniform dba Argo *
Company

07-07-2015
Date

*

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **sevans@argouniform.com**

Supplier: **Gold Nugget dba Argo Uniform Co.**



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: **Gold Nugget Uniform dba Argo Uniform Co.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Selica Orenstein**

6

Supplier Response Form



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.
- OR;
2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.

In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the

business entity has maintained a permanent place of business for a minimum of one (1) year.

☒ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANYNAME: Gold Nugget Uniform dba Argo Uniform Co. *

PRINTED NAME / AUTHORIZED SIGNATURE:  *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **sevans@argouniform.com**

Password *

* Required fields

Supplier: **Gold Nugget dba Argo Uniform Co.**



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: **Gold Nugget Uniform dba Argo Uniform Co.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Selica Orenstein**

Supplier Response Form



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION**SECTION 1 GENERAL TERM****VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE**

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other

preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.

In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Gold Nugget Uniform dba Argo Uniform Co. *

PRINTED NAME / AUTHORIZED SIGNATURE: *

Helena Ruben

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **sevans@argouniform.com**

Password *

[Take Exception](#)

[Close](#)

* Required fields

Supplier: **Gold Nugget dba Argo Uniform Co.**



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ **3.** 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;
- ☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: **Gold Nugget Uniform dba Argo Uniform Co.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Selica Orenstein**

Supplier Response Form

DPX Form



City of Pembroke Pines

Attachment G

**EQUAL BENEFITS CERTIFICATION FORM
FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES**

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes

effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.

4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.
5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

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The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

☐ 3. 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;

☐ 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Gold Nugget Uniform dba Argo Uniform Co. *

AUTHORIZED OFFICER NAME / SIGNATURE:  *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **sevans@argouniform.com**

Password *

[Take Exception](#)

[Close](#)

* Required fields

Supplier: **Gold Nugget dba Argo Uniform Co.**



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

**Gold Nugget Uniform dba Argo Uniform Co.
101 N. Dixie Hwy.
Hallandale Beach, FL 33009**

Contact Person's Name and Title: **Sandy Evans Manager**

Contact Person's E-mail Address: **sevans@argouniform.com**

PROPOSER'S Telephone and Fax Number: **954-457-7100/458-9734**

PROPOSER'S License Number: **333-2746**

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **59-2015949**

Number of years your organization has been in business **36 years**

State the number of years your firm has been in business under your present business name **36 yrs**

State the number of years your firm has been in business in the work specific to this solicitation: **36 yrs**

Names and titles of all officers, partners or individuals doing business under trade name:

N/A

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor (s).

No sub-contractors will be used.

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 reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

N/A

Are you an ☐ Original provider ☐ sales representative ☒ distributor, ☐ broker, ☒ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Distributor & Manufacturer

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

We have been servicing the industry for 36 years from Key West to Florida's Panhandle of excellent service, quality and price.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Gold Nugget Uniform dba Argo Uniform Co.

(Company Name)

Selica Orenstein

(Printed Name/Signature)

Supplier Response Form



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Gold Nugget Uniform dba Argo Uniform Co.
101 N. Dixie Hwy.
Hallandale Beach, FL 33009

PROPOSER'S E-mail Address: *

Contact Person's Name and Title: Sandy Evans Manager *

Contact Person's E-mail Address: sevans@argouniform.com *

PROPOSER'S Telephone and Fax Number: 954-457-7100/45 *

PROPOSER'S License Number: 333-2746 *

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 59-2015949 *

Number of years your organization has been in business 36 years *

State the number of years your firm has been in business under your present business name 36 yrs *

State the number of years your firm has been in business in the work specific to this solicitation: 36 yrs *

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation ✓

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

N/A

// *

At what address was that business located?

N/A

// *

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

// *

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

// *

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

/*

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No sub-contractors will be used.

/*

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 reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

/*

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

/*

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

/*

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
N/A

// *

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.
N/A

// *

Are you an ☐ Original provider ☐ sales representative ☒ distributor, ☐ broker, ☒ manufacturer ☐ other, of the commodities/services proposed upon?
If other than the original provider, explain below.
Distributor & Manufacturer

// *

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:
No

// *

Describe the firm's local experience/nature of service with contracts of similar size and complexity, if the previous three (3) years:
We have been servicing the industry for 36 years from Key West to Florida's Panhandle of excellent service, quality and price.

// *

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in

awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Gold Nugget Uniform dba / *

(Company Name)

[Signature]
(Printed Name/Signature)

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **sevens@argouniform.com**

Password *

[Take Exception](#)

[Close](#)

* Required fields

Supplier: Gold Nugget dba Argo Uniform Co.

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Sunrise Police Dept.**

Address: **10770 W. Oakland Park Blvd.**

City/State/Zip: **Sunrise, FL 33351**

Contact Name: **Earl Deakins** Title: **Quartermaster**

E-Mail Address: **EDeakins@sunrisefl.gov**

Telephone: **954-746-3627** Fax: **954-746-5355**

Project Information:

Name and location of the project: **Sunrise Police Dept.**

Nature of the firm's responsibility on the project: **Distributing uniforms to the department**

Project duration: **1990** Completion (Anticipated) Date: **To present**

Size of project: **192 sworn officers** Cost of project: **\$44,018.73**

Work for which staff was responsible: **distributing of uniforms**

Contract Type: **Uniforms**

The results/deliverables of the project: **excellent deliveries on time**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Davie Police Department**

Address: **1230 S. Nob Hill Rd.**

City/State/Zip: **Davie, FL 33324**

Contact Name: **Lori Lysfjord** Title: **Quartermaster**

E-Mail Address: **Lori_Lysfjord@davie-fl.gov**

Telephone: **954-693-8268** Fax: **954-693-8253**

Project Information:

Name and location of the project: **Davie Police Dept.**

Nature of the firm's responsibility on the project: **Distributing uniforms to the department**

Project duration: **1990** Completion (Anticipated) Date: **To present**

Size of project: **269** Cost of project: **\$103,856.10**

Work for which staff was responsible: **distributing of uniforms**

Contract Type: **Unfiorms**

The results/deliverables of the project: **excellent deliveries on time**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Broward Sheriff's Office**

Address: **2601 W. Broward Blvd**

City/State/Zip: **Ft. Lauderdale, FL 33312**

Contact Name: **Lezlye Williams** Title: **Quatermaster**

E-Mail Address: **Lezlye_Williams@sheriff.org**

Telephone: **954-831-8952** Fax: **954-765-4007**

Project Information:

Name and location of the project: **Broward Sheriff's Office**

Nature of the firm's responsibility on the project: **Distributing uniforms to the department**

Project duration: **1980** Completion (Anticipated) Date: **to present**

Size of project: **4000 sworn deputies** Cost of project: **\$311,637.10**

Work for which staff was responsible: **distributing of uniforms**

Contract Type: **Uniforms**

The results/deliverables of the project: **Excellent deliveries of uniforms**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **North Miami Police**

Address: **700 NE 124th Street**

City/State/Zip: **N. Miami, FL 33161**

Contact Name: **Steve Melvin** Title: **Quartermaster**

E-Mail Address: **smelvin@northmiamipolice.com**

Telephone: **305-891-0294 x21311** Fax: **305-893-5103**

Project Information:

Name and location of the project: **N. Miami Police**

Nature of the firm's responsibility on the project: **Distributing of uniforms to the department**

Project duration: **1985** Completion (Anticipated) Date: **to present**

Size of project: **172 sworn officers** Cost of project: **\$35,018.55**

Work for which staff was responsible: **distributing of uniforms**

Contract Type: **Uniforms**

The results/deliverables of the project: **Excellent deliveries of uniforms**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Alachua Cty. Sheriff's Office**

Address: **PO Box 5489**

City/State/Zip: **Gainesville, FL 32627**

Contact Name: **Sandy Hayes** Title: **Quartermaster**

E-Mail Address: **shayes@alachuasheriff.org**

Telephone: **352-367-4078** Fax: **352-374-1805**

Project Information:

Name and location of the project: **Alachua Cty. Sheriff's Office**

Nature of the firm's responsibility on the project: **Distributing of uniforms to the department**

Project duration: **2002** Completion (Anticipated) Date: **to present**

Size of project: **950 sworn deputies** Cost of project: **\$69,147.86**

Work for which staff was responsible: **distributing of uniforms**

Contract Type: **Uniforms**

The results/deliverables of the project: **Excellent deliveries of uniforms**

Supplier Response Form

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. This form should be duplicated for each reference and any additional information that would be helpful can be attached.

Reference Contact Information:

Name of Firm, City, County or Agency: Sunrise Police Dept. *

Address: 10770 W. Oakland Park Blvd. *

City/State/Zip: Sunrise, FL 33351 *

Contact Name: Earl Deakins * Title: Quartermaster *

E-Mail Address: EDeakins@sunrisefl.gov *

Telephone: 954-746-3627 * Fax: 954-746-5355 *

Project Information:

Name and location of the project: Sunrise Police Dept. *

Distributing uniforms to the department

Nature of the firm's responsibility on the project: *

Project duration: 1990 * Completion (Anticipated) Date: To present *

Size of project: 192 sworn officers * Cost of project: \$44,018.73 *

Work for which staff was responsible: distributing of uniforms

*

Contract Type: Uniforms

*

The results/deliverables of the project: excellent deliveries on time

*

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: Davie Police Department

*

Address: 1230 S. Nob Hill Rd.

*

City/State/Zip: Davie, FL 33324

*

Contact Name: Lori Lysfjord

*

Title: Quartermaster

*

E-Mail Address: Lori_Lysfjord@davie-fl.gov

*

Telephone: 954-693-8268

* Fax: 954-693-8253

*

Project Information:

Name and location of the project: Davie Police Dept.

*

Distributing uniforms to the department

Nature of the firm's responsibility on the project:

// *

Project duration: 1990 * Completion (Anticipated) Date: To present *

Size of project: 269 * Cost of project: \$103,856.10 *

Work for which staff was responsible: distributing of uniforms *

Contract Type: Uniforms *

The results/deliverables of the project: excellent deliveries on time *

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. This form should be duplicated for each reference and any additional information that would be helpful can be attached.

Reference Contact Information:

Name of Firm, City, County or Agency: Broward Sheriff's Office *

Address: 2601 W. Broward Blvd *

City/State/Zip: Ft. Lauderdale, FL 33312 *

Contact Name: Lezlye Williams * Title: Quatermaster *

E-Mail Address: Lezlye_Williams@sheriff.org *

Telephone: 954-831-8952 * Fax: 954-765-4007 *

Project Information:

Name and location of the project: Broward Sheriff's Office *

Distributing uniforms to the department

Nature of the firm's responsibility on the project: *

Project duration: 1980 * Completion (Anticipated) Date: to present *

Size of project: 4000 sworn deputies * Cost of project: \$311,637.10 *

Work for which staff was responsible: distributing of uniforms *

Contract Type: Uniforms *

The results/deliverables of the project: Excellent deliveries of uniforms *

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. This form should be duplicated for each reference and any additional information that would be helpful can be attached.

Reference Contact Information:

Name of Firm, City, County or Agency: North Miami Police

Address: 700 NE 124th Street

City/State/Zip: N. Miami, FL 33161

Contact Name: Steve Melvin Title: Quartermaster

E-Mail Address: smelvin@northmiamipolice.com

Telephone: 305-891-0294 x2131; Fax: 305-893-5103

Project Information:

Name and location of the project: N. Miami Police

Distributing of uniforms to the department

Nature of the firm's responsibility on the project:

Project duration: 1985

Completion (Anticipated) Date: to present

Size of project: 172 sworn officers Cost of project: \$35,018.55

Work for which staff was responsible: distributing of uniforms

Contract Type: Uniforms

The results/deliverables of the project: Excellent deliveries of uniforms

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: Alachua Cty. Sheriff's Office

Address: PO Box 5489

City/State/Zip: Gainesville, FL 32627

Contact Name: Sandy Hayes

Title: Quartermaster

E-Mail Address: shayes@alachuasheriff.org

Telephone: 352-367-4078

Fax: 352-374-1805

Project Information:

Name and location of the project: Alachua Cty. Sheriff's Office

Distributing of uniforms to the department

Nature of the firm's responsibility on the project:

Project duration: 2002

Completion (Anticipated) Date: to present

Size of project: 950 sworn deputies Cost of project: \$69,147.86

Work for which staff was responsible: distributing of uniforms

Contract Type: Uniforms

The results/deliverables of the project: Excellent deliveries of uniforms

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **sevans@argouniform.com**

101 NORTH DIXIE HIGHWAY
HALLANDALE, FL 33009
954-457-7100
954-458-9734(FAX)
sevans@argouniform.com



June 20, 2015

City of Pembroke Pines
RE: PD-15-04
Police Uniforms

Oversize charges as follows:

Elbeco:

Men's:

Short Sleeves:

Z3310/Z3311/Z3313/Z3314

18.5-20@20%=\$35.57

22@40%=\$41.50

Long Sleeves:

Z310/Z311/Z313/Z314

18.5-20@20%=\$41.03

22@40%=\$47.87

Polos: Unisex

K5100/K5102/K5103/K5104

2XL-3XL@20%=\$46.61

4XL@40%=\$54.38

Polos:

K5130/K5134

2XL-3XL@20%=\$34.40

4XL@40%=\$40.14

Lady's:

Short Sleeves:

Z9810/Z9811/Z9813/Z9814

48@20%=\$35.57

50@40%=\$41.50

Long Sleeves:

Z9310/Z9311/Z9313/Z9314

48@20%=\$41.03

50@40%=\$47.87

Polos:

K5170/K5174

2XL-3XL@20%=\$34.40

4XL@40%=\$40.14

.....

July 20, 2015

Page 2

Under Vest Polos S/S:UVS102

2XL-3XL@20%=\$36.66

4XL@40%=\$42.77

Under Vest Polo L/S:UVS101

2XL-3XL@20%=\$39.62

4XL@40%=\$46.23

Tek3 S/S Shirts:5630

2XL-3XL@20%=\$44.93

4XL@40%=\$52.42

Tek3 L/S Shirts:5610

2XL-3XL@20%=\$47.66

4XL@40%=\$55.61

Pants:**w/Stripes**E314/E320/E714

44-50@10%=\$31.42 / \$38.02

52-54@20%=\$34.27 / \$41.47

56-58@30%=\$37.13 / \$44.93

Cargo Shorts:E714

44-50@10%=\$46.48

52-54@20%=\$50.70

56-58@30%=\$54.93

Hidden Cargo Pants:E394

44-50@10%=\$43.26

52-54@20%=\$47.20

56-58@30%=\$51.13

Tek3 Cargo Pants:E5700

44-50@10%=\$44.55

52-54@20%=\$48.60

Selica Orenstein

President

Under Vest Polos S/S:UVS104

2XL-3XL@20%=\$36.66

4XL@40%=\$42.77

Under Vest Polo L/S:UVS103

2XL-3XL@20%=\$39.62

4XL@40%=\$46.23

Outer Vest Carriers: UnisexV2314

2XL-3XL@20%=\$72.06

4XL@40%=\$88.73

Pants:**w/Stripes**E9314/E9320/E9714

20-24@10%=\$31.42 / \$38.02

26@20%=\$34.27 / \$41.47

28@30%=\$37.13 / \$44.96

Cargo Shorts:E9714

20-24@10%=\$46.48

26@20%=\$50.70

28@30%=\$54.93

Hidden Cargo Pants:E9394

20-24@10%=\$43.26

26@20%=\$47.20

101 NORTH DIXIE HIGHWAY
HALLANDALE, FL 33009
954-457-7100
954-458-9734(FAX)
sevans@argouniform.com



June 20, 2015

City of Pembroke Pines
RE: PD-15-04
Police Uniforms

Oversize charges as follows:

Blauer:

Men's:

Short Sleeves:

8675-04,12,46

18-18.5@10%=\$52.56

19@20%=\$57.34

20@30%=\$62.11

Long Sleeves:

8670-04,12,46

18-18.5@10%=\$56.85

19@20%=\$62.02

20@30%=\$67.18

Long Sleeves:

Z8600-04,12,46

18-18.5@10%=\$48.27

19@20%=\$52.66

20@30%=\$57.04

Polos: Unisex

8160

2XL@0%=\$59.35

3XL@20%=\$64.74

4XL@30%=\$70.14

Lady's:

Short Sleeves:

8675W-04,12,46

46-48@10%=\$52.56

50@20%=\$57.34

Long Sleeves:

8670W-04,12,46

46-48@10%=\$56.85

50@20%=\$62.02

Long Sleeves:

Z8600W-04,12,46

46-48@10%=\$48.27

50@20%=\$52.66

.....

July 20, 2015
Page 2

Under Vest Polos S/S:**8372**

2XL@10%=\$41.12

3XL@20%=\$44.86

4XL@30%=\$48.59

Under Vest Polo L/S:**8371**

2XL@10%=\$44.33

3XL@20%=\$48.36

4XL@30%=\$52.39

Outer Vest Carriers: Unisex**8370**

2XL@10%=\$77.94

3XL@20%=\$85.02

4XL@30%=\$92.11

Pants:**8650**

44-50@10%=\$46.12

52-54@20%=\$50.32

56-58@30%=\$54.51

Side Pocket Pants:**8655**

44-50@10%=\$58.63

52-54@20%=\$63.96

56-58@30%=\$69.29

Hidden Cargo Pants:**8657**

44-50@10%=\$58.28

52-54@20%=\$63.58

56-58@30%=\$68.87

3-in-1 Jacket: Unisex**26950-1**

2XL@10%=\$200.20

3XL@20%=\$218.40

4XL@30%=\$236.60


Selica Orenstein
President**Under Vest Polos S/S:****8372W**

2XL@10%=\$41.12

3XL-4XL@20%=\$44.86

Under Vest Polo L/S:**8371W**

2XL@10%=\$44.33

3XL-4XL@20%=\$48.36

Pants:**8650W**

24-26@10%=\$46.12

28@20%=\$50.32

Side Pocket Pants:**8655W**

24-26@10%=\$58.63

28@20%=\$63.96

Hidden Cargo Pants:**8657W**

24-26@10%=\$58.28

28@20%=\$63.58

Softshell Fleece:**4660**

2XL@10%=\$118.69

3XL@20%=\$129.48

4XL@30%=\$140.27

101 NORTH DIXIE HIGHWAY
HALLANDALE, FL 33009
954-457-7100
954-458-9734(FAX)
sevans@argouniform.com



June 20, 2015

City of Pembroke Pines
RE: PD-15-04
Police Uniforms

Oversize charges as follows:

5.11:

Taclite Pro Short Sleeves:

71175

3XL@10%=\$51.48

Polos:

41060

3XL@15%=\$44.85

TDU Ripstop Pants:

74003

3XL-4XL@15%=\$54.57

Taclite Pro Pants:

74273

44-54@15%=\$54.57

Propper:

BDU 4-Pkt.Coat:

F545455001

2XL-3XL@20%=\$35.94

Polos:

71049

3XL@15%=\$44.85

TDU Twill Pants:

74004

3XL-4XL@15%=\$54.57

Operator Belt:

59405

2XL-4XL@15%=\$41.86

BDU Tactical Lightweight Pants:

F5252

46-50@20%=\$33.88

.....

July 20, 2015

Page 2

Neese:
Rain Coat/Suit:
1650/1600
 2XL-3XL@10%=\$12.05
 4XL@20%=\$13.14

Dutyman:
Garrison Belts:
1611
 44-52@20%=\$22.67
 54-58@30%=\$24.56

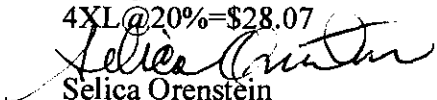
Edwards: Men's
Flat Front Pants:
2290
 44-48@20%=\$36.18
 50-54@30%=\$39.20

Dickies: Men's
Loose Fit Work Pants:
85283
 44-48@20%=\$28.70
 50-54@30%=\$31.10

Truspec:
Dryfit Short Sleeve Shirts:
4316
 3XL@20%=\$22.62

Pt. Authority:
Sport Tek Dry Polo:
L475
 2XL@10%=\$17.15
 3XL@15%=\$17.93
 4XL@20%=\$18.71

Pt. Authority:
Bamboo Polo:
L497
 2XL@10%=\$25.73
 3XL@15%=\$26.90
 4XL@20%=\$28.07


 Selica Orenstein
 President

Snap-n-Wear:
Windbreaker:
8200I
 2XL-3XL@20%=\$24.58
 4XL@25%=\$25.60

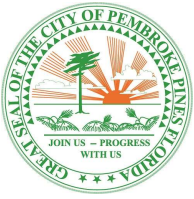
Edwards: Lady's
Low Rise Boot Cut Pants:
8550
 22W-24W@20%=\$36.18

Dickies: Lady's
Relaxed Straight Pants:
FP321
 22-24@20%=\$28.70

Dryfit Long Sleeve Shirts:
4319
 3XL@20%=\$27.30

Pt. Authority:
5-in-1 Performance Polo:
K567
 2XL@10%=\$21.44
 3XL@15%=\$22.41
 4XL@20%=\$23.39

Cornerstone:
Snag Proof Polo:
CS410/CS411
 2XL@10%=\$27.16
 3XL@15%=\$28.39
 4XL@20%=\$29.63



Legislation Text

File #: 17-0582, **Version:** 1

MOTION TO APPROVE THE DEPARTMENT'S RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

- (A) INFOR GLOBAL SOLUTIONS, INC. - SMARTSTREAM LICENSE, SUPPORT & MAINTENANCE
- (B) GOLD NUGGET ARGO UNIFORM - PURCHASE OF POLICE UNIFORMS
- (C) KEMP GROUP INTERNATIONAL CORPORATION - SCHOOL CROSSING GUARD SERVICES
- (D) ALLIED UNIVERSAL CORP. - SODIUM HYDROXIDE 25% (CAUSTIC SODA)
- (E) LHOIST NORTH AMERICA OF ALABAMA, LLC - QUICKLIME FOR WATER TREATMENT

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The items shown below were mistakenly omitted from the August 2017 Contract Database Report. Please note that there were no items on the October 2017 Contract Database Report.

(A) Infor Global Solutions, Inc. - SmartStream License, Support & Maintenance

1. The City of Pembroke Pines has the option to renew the maintenance and support agreement with INFOR Global Solutions, Inc. which currently expires on October 29, 2017.
2. INFOR Global Solutions, Inc. is the developer and support for SmartStream, the City's Accounting Software package. The Finance Department has utilized SmartStream since 1998.
3. Pursuant to Section 3 of the Agreement, the term may be extended for additional one (1) year renewal periods, subject to the execution of a written amendment to this agreement signed by both parties.

4. The Finance Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 30, 2017 and expiring on October 29, 2018, as allowed by the Agreement.

(B) Gold Nugget Argo Uniform - Purchase of Police Uniforms

1. On November 12, 2015, the City Commission approved to enter into an agreement with Gold Nugget Argo Uniform for an initial two (2) year period commencing on November 1, 2015 and ending on October 31, 2017.
2. The City utilizes Gold Nugget Argo Uniform to provide uniforms and accessories, on an as-needed basis, for all uniformed employees of the Police Department.
3. Pursuant to Section 2.2 of the Agreement, the term may be extended for additional two (2) year renewal terms based on Contractor's acceptable level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.
4. The Police Department recommends that the City renew this Agreement for an additional two (2) year term, commencing on November 1, 2017 and expiring on October 31, 2019, as allowed by the Agreement.

(C) Kemp Group International Corporation - School Crossing Guard Services

1. On September 3, 2008 the City Commission approved to enter into an agreement with Kemp Group International Corporation for an initial three (3) year period commencing on November 1, 2008 and ending October 31, 2011.
2. The City utilizes Kemp Group International Corporation to provide school crossing guard services during each school day.
3. Pursuant to Section 4.2 of the Agreement, the term may be extended for additional three (3) year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is the best interest of the City and approved by the City Commission.
4. On November 1, 2011, the City and Kemp Group International Corporation renewed the agreement for an additional three (3) year period which expired on October 31, 2014.
5. On October 16, 2012, the City and Kemp Group International Corporation agreed to amend Original Agreement to add two additional school crossing guards due to the rezoning of Silver Trails Middle School for an increase of \$11,760 in the annual contract price.
6. On October 14, 2014, the City and Kemp Group International Corporation renewed the Agreement for an additional three (3) year term, commencing on November 1, 2014, and expiring on October 31, 2017.
7. The Police Department recommends that the City renew this Agreement for an additional three (3) year term commencing on November 1, 2017, and expiring on October 31, 2020.

(D) Allied Universal Corp. - Sodium Hydroxide 25% (Caustic Soda)

1. On October 21, 2015 the City Commission approved to enter into an agreement with Allied Universal Corp. for an initial two (2) year period commencing on November 1, 2015 and ending October 31, 2017.
2. The City of Pembroke Pines Utilities Division uses Sodium Hydroxide 25% by weight (Caustic Soda) for Odor Control. The City's East Scrubber uses Sodium Hydroxide 50% by weight while the City's New Dual Stage Central Scrubber uses Sodium Hydroxide 25% by weight.
3. Pursuant to Section 2.2 of the agreement, the term may be extended for an additional two (2) year renewal term subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is the best interest of the City and approved by the City Commission.
4. On June 15, 2016 the City Commission approved an increase from 36,500 gallons to 55,000 gallons, per year, of Sodium Hydroxide 25% by weight. The total estimated annual cost of sodium hydroxide is \$41,250 (55,000 gallons x \$0.75 per gallon delivered).
5. There is an item on this Agenda which is requesting the City Commission to ratify the City Manager's approval to increase the purchase of Sodium Hydroxide 25% by weight by an additional \$9,230 as the original estimate ran short.
6. The Utilities Division recommends that the City renew this Agreement for an additional two (2) year term commencing on November 1, 2017 and expiring on October 31, 2019.

(E) Lhoist North America of Alabama, LLC - Quicklime for Water Treatment

1. On August 24, 2011, the City of Tamarac entered into an agreement as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) for a three (3) year period with Chemical Lime Company of Alabama, LLC., commencing on November 1, 2011 and ending October 31, 2014.
2. The City of Pembroke Pines Utilities Division uses the chemical, Quicklime (Pebble Lime), as part of the water treatment process conducted at the Water Treatment Plant.
3. Chemical Lime Company began doing business as Lhoist North America in 2009 and effective December 31, 2011, most of its operating companies officially joined under one name, Lhoist North America.
4. Pursuant to Section 4 of the original agreement, the term may be extended for three (3) additional one (1) year renewal options.
5. The final renewal agreement was executed for a one year period commencing on November 1, 2016 and expiring on October 31, 2017.
6. The City of Tamarac as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) advertised Bid # 17-22B "Furnish, Deliver and Discharge of Quicklime",

and awarded the bid to Lhoist North America of Alabama, LLC as the lowest responsive responsible bidder. A new agreement will go into effect on November 1, 2017 and expire on October 31, 2020, with three (3) additional one (1) year terms.

7. The Utilities Division recommends that the City enter into this new Agreement once the current Co-Op Agreement expires.

Financial Impact

FINANCIAL IMPACT DETAIL:

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.