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 _____ day of _____ 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.

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

BY: _____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

_____
OFFICE OF THE CITY ATTORNEY
Name: _____

CONTRACTOR:

WITNESSES

_____

MARY ANN KLINEFELTER
Print Name

_____

Lori Schiemann
Lori Schiemann
Print Name

GOLD NUGGET UNIFORM, INC. D/B/A ARGO UNIFORM CO.
BY: _____
Print Name: Selica Orenstein
Title: President

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, 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.

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

SANDRA EVANS
State of Florida-Notary Public
Commission # GG 135601
My Commission Expires
September 26, 2021

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.

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:

11/30/15 By:

MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

Gold Nugget Uniform D/B/A Argo Uniform

By:

Name: Selica Orenstein

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 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.

NOTARY PUBLIC

SANDRA EVANS

(Name of Notary Typed, Printed or Stamped)

JFK:mir

SANDRA EVANS
Notary Public - State of Florida
My Comm. Expires Sep 25, 2017
Commission # FF 055771
Bonded Through National Notary Assn.

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:

MARLENE D. GRAHAM, 11/1/17
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: _____
CHARLES F. DODGE
CITY MANAGER

CONTRACTOR:

Gold Nugget Uniform D/B/A Argo Uniform

WITNESSES

_____
MARIANNA STERN
Print Name

_____
Lori Schiemann
Print Name

BY: _____

Print Name: Selica Orenstein

Title: President

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.

_____
NOTARY PUBLIC

SANDRA EVANS
(Name of Notary Typed, Printed or Stamped)

SANDRA EVANS
State of Florida-Notary Public
Commission # GG 135601
My Commission Expires
September 25, 2021

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.

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 305-899-5125 Golden Global Insurance 19950 W. Country Club Dr # 902 Aventura, FL 33180 MARC HAIME	CONTACT NAME: NOEL EPSTEIN PHONE (A/C, No, Ext): 305-899-5125 FAX (A/C, No): 305-899-5135 E-MAIL ADDRESS: NOEL@GOGLO.NET
INSURED Gold Nugget Uniforms Inc DBA ARGO UNIFORMS CO 101 N Dixie Highway Hallandale, FL 33009	INSURER(S) AFFORDING COVERAGE — NAIC # 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		3AA143605	08/14/2017	08/14/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

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

CANCELLATION

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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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:

Category	***Gender***	***Proposed Brand***	***Proposed Product***	***Proposed Model***	***Oversize Sizes***	***Cost for Oversized Item***
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 polices 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 they 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.

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		
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: _____ **Title:** _____

Company: _____ **Address:** _____

Telephone # _____ **Fax #** _____

E-mail Address: _____

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)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Order-from Address (For purchase orders)			
Order-from Contact Name:		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Return-to Address (For product returns)			
Return-to Contact Name		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Payment Terms:			

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

- ☐ **Corporation** — **Federal ID Number:**
- ☐ **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

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.

Print or type. See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ 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

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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 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.

Social security number

				-			-			

or

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.

Part II 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		Date	

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:

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

- 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.

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

[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 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] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	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

[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] List 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: *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.

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) PREFEREENCE

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) PREFEREENCE 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. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	policy project loc					
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

Must Include General Liability

SAMPLE CERTIFICATE

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

(DACORD CORPORATION 1988

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."

R E C I T A L S:

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

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: [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.

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:

_____ By: _____

MARLENE D. GRAHAM, CITY CLERK 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:

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.**

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Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

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The results/deliverables of the project:

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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:

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Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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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:

Bid #PD-15-04 - Police Uniforms IFB

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 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

Leave Feedback

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

- 1. PD-15-04 Police Uniforms.pdf [download]
- 2. Attachment A - Proposal Form.xlsx [download]
- 3. Attachment B - Vendor Information Form and a W-9 [download]
- 4. Attachment C - Non-Collusive Affidavit [download]
- 5. Attachment D - Sworn Statement on Public Entity Crimes [download]
- 6. Attachment E - Local Vendor Preference Certification [download]
- 7. Attachment F - Veteran Owned Small Business (VOSB) Preference Certification [download]
- 8. Attachment G - Equal Benefits Certification Form [download]
- 9. Attachment H - Proposers Qualifications Statement [download]
- 10. Attachment I - Sample Insurance Certificate.pdf [download]
- 11. Attachment J - Specimen Agreement.pdf [download]
- 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.

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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

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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

OTHERS:

ORIGINAL BIDS RELEASED TO:

_____ ON _____

Bid #PD-15-04 - Police Uniforms

Creation Date **Jun 16, 2015**
Start Date **Jun 24, 2015 8:20:47 AM EDT**
End Date **Jul 21, 2015 2:00:00 PM EDT**
Awarded Date **Not Yet Awarded**

PD-15-04-01-01 Uniforms					
Supplier	**Unit Price**	**Qty/Unit**	**Total Price**	**Attch.**	**Docs**
DesignLab, Inc.	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.			
DGG Taser & Tactical	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.			
Gold Nugget dba Argo Uniform Co.	First Offer -	1 / contract			
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

DesignLab, Inc.

Bid Contact **Matt Moller**
mattpmoller@yahoo.com
Ph 864-297-7199
Fax 864-297-7198

Address **825 Old Airport Rd**
Greenville, SC 29607

Agency Notes:

Supplier Notes:

DGG Taser & Tactical

Bid Contact **Jocelyn Fultz**
jocelyn@teamdgg.com
Ph 904-777-4801
Fax 904-777-4802

Address **8725 Youngerman Ct #305**
Jacksonville, FL 32244

Supplier Code 224624

Agency Notes:

Supplier Notes:

Gold Nugget dba Argo Uniform Co.

Bid Contact **Sandy Evans**
sevans@argouniform.com
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

PD-15-04

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	5.11 Tactical	Unisex	Operator Belt - 1.75" Wide	59405	OD Green	5.11	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

City of Pembroke Pines

BidSync

7/28/2015

City of Pembroke Pines

BidSync

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	Tacfite 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

City of Pembroke Pines

BidSync

7/28/2015

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

City of Pembroke Pines

BidSync

7/28/2015

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 **Title:** President

Company: Gold Nugget Uniform dba Argo Uniform Co., Inc. **Address:** 101 N. Dixie Hwy. Hallandale Beach, FL 33009

Telephone # 954-457-7100 **Fax #** 954-457-9734

E-mail Address: sevans@argouniform.com

City of Pembroke Pines

BidSync

7/28/2015

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

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.

Print or type See Specific Instructions on page 2.

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:

☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ 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

☐ Other (see instructions) ↓

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(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)

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 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.

Social security number

or

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 1 9

Part II 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	**Selica Orenstein**	Date **07-07-2015**

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.

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 *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 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

[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 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]

For this type of account:	Give name and EIN of:
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)	The grantor-trustee[1]
b. So called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	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*
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

[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] List 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 800-366-4484. 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.

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Supplier Response 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

City of Pembroke Pines

BidSync

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 *

7/28/2015

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 *

City of Pembroke Pines

BidSync

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:
Individual/sole proprietor or C Corporation ✔ S Corporation

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

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Print or type See Specific Instructions on page 2.

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
	___ - ___ - ___

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. or

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. 59-2015949

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.

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Sign Here	Signature of U.S. Person	* [signature]	Date 07-07-2015 *

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.

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.

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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.**

PD-15-04

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.

City of Pembroke Pines

BidSync

7/28/2015

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 Argo Uniform Co.**	**07-07-2015**
Bidder's Name/Signature	Company	Date

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.

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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
*	Gold Nugget Uniform dba Argo *	07-07-2015 *

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**



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Supplier Response Form

City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

City of Pembroke Pines

BidSync

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

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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: [redacted] *

City of Pembroke Pines

BidSync

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

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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) PREFEREENCE

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) PREFEREENCE 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**

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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) PREFEREENCE

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).

City of Pembroke Pines

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

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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) PREFEREENCE 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: Julia Ruiz * *

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**

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Supplier Response 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.

City of Pembroke Pines

BidSync

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

7/28/2015

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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.

City of Pembroke Pines

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;

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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: *

City of Pembroke Pines

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

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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, it 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)

PD-15-04

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

*

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:

City of Pembroke Pines

BidSync

7/28/2015

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

*

PD-15-04

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

City of Pembroke Pines

BidSync

*

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

*

7/28/2015

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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

City of Pembroke Pines

BidSync

*

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, it the previous three (3) years:

We have been servicing the industry for 36 years from Key West to
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*

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in

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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)

(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 **sevans@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**

PD-15-04

Supplier Response Form

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. *

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 *

City of Pembroke Pines

BidSync

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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:

City of Pembroke Pines

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 *

BidSync

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: *

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PD-15-04

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.**

City of Pembroke Pines

BidSync

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 *

7/28/2015

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

PD-15-04

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

City of Pembroke Pines

BidSync

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

7/28/2015

PD-15-04

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

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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.
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Username **sevans@argouniform.com**

City of Pembroke Pines

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BidSync

7/28/2015

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

Under Vest Polos S/S:
UVS102
2XL-3XL@20%=$36.66
4XL@40%=$42.77

Under Vest Polos S/S:
UVS104
2XL-3XL@20%=$36.66
4XL@40%=$42.77

Under Vest Polo L/S:
UVS101
2XL-3XL@20%=$39.62
4XL@40%=$46.23

Under Vest Polo L/S:
UVS103
2XL-3XL@20%=$39.62
4XL@40%=$46.23

Tek3 S/S Shirts:
5630
2XL-3Xl@20%=$44.93
4XL@40%=$52.42

Outer Vest Carriers: Unisex
V2314
2XL-3XL@20%=$72.06
4XL@40%=$88.73

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

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:
E714
44-50@10%=$46.48
52-54@20%=$50.70
56-58@30%=$54.93

Cargo Shorts:
E9714
20-24@10%=$46.48
26@20%=$50.70
28@30%=$54.93

Hidden Cargo Pants:
E394
44-50@10%=$43.26
52-54@20%=$47.20
56-58@30%=$51.13

Hidden Cargo Pants:
E9394
20-24@10%=$43.26
26@20%=$47.20

Tek3 Cargo Pants:
E5700
44-50@10%=$44.55
52-54@20%=$48.60

Selica Orenstein
President

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

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

Polos: Unisex
8160
2XL@0%=$59.35
3XL@20%=$64.74
4XL@30%=$70.14

Under Vest Polos S/S:
8372
2XL@10%=$41.12
3XL@20%=$44.86
4XL@30%=$48.59

Under Vest Polos S/S:
8372W
2XL@10%=$41.12
3XL-4XL@20%=$44.86

Under Vest Polo L/S:
8371
2XL@10%=$44.33
3XL@20%=$48.36
4XL@30%=$52.39

Under Vest Polo L/S:
8371W
2XL@10%=$44.33
3XL-4XL@20%=$48.36

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

Pants:
8650W
24-26@10%=$46.12
28@20%=$50.32

Side Pocket Pants:
8655
44-50@10%=$58.63
52-54@20%=$63.96
56-58@30%=$69.29

Side Pocket Pants:
8655W
24-26@10%=$58.63
28@20%=$63.96

Hidden Cargo Pants:
8657
44-50@10%=$58.28
52-54@20%=$63.58
56-58@30%=$68.87

Hidden Cargo Pants:
8657W
24-26@10%=$58.28
28@20%=$63.58

3-in-1 Jacket: Unisex
26950-1
2XL@10%=$200.20
3XL@20%=$218.40
4XL@30%=$236.60

Softshell Fleece:
4660
2XL@10%=$118.69
3XL@20%=$129.48
4XL@30%=$140.27

Selica Orenstein
President

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Argo

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

Polos:
71049
3XL@15%=$44.85

TDU Ripstop Pants:
74003
3XL-4XL@15%=$54.57

TDU Twill Pants:
74004
3XL-4XL@15%=$54.57

Taclite Pro Pants:
74273
44-54@15%=$54.57

Operator Belt:
59405
2XL-4XL@15%=$41.86

Propper:

BDU 4-Pkt.Coat:
F545455001
2XL-3XL@20%=$35.94

BDU Tactical Lightweight Pants:
F5252
46-50@20%=$33.88

Neese:
Rain Coat/Suit:
1650/1600
2XL-3XL@10%=$12.05
4XL@20%=$13.14

Snap-n-Wear:
Windbreaker:
8200I
2XL-3XL@20%=$24.58
4XL@25%=$25.60

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

Edwards: Lady's
Low Rise Boot Cut Pants:
8550
22W-24W@20%=$36.18

Dickies: Men's
Loose Fit Work Pants:
85283
44-48@20%=$28.70
50-54@30%=$31.10

Dickies: Lady's
Relaxed Straight Pants:
FP321
22-24@20%=$28.70

Truspec:
Dryfit Short Sleeve Shirts:
4316
3XL@20%=$22.62

Dryfit Long Sleeve Shirts:
4319
3XL@20%=$27.30

Pt. Authority:
Sport Tek Dry Polo:
L475
2XL@10%=$17.15
3XL@15%=$17.93
4XL@20%=$18.71

Pt. Authority:
5-in-1 Performance Polo:
K567
2XL@10%=$21.44
3XL@15%=$22.41
4XL@20%=$23.39

Pt. Authority:
Bamboo Polo:
L497
2XL@10%=$25.73
3XL@15%=$26.90
4XL@20%=$28.07

Cornerstone:
Snag Proof Polo:
CS410/CS411
2XL@10%=$27.16
3XL@15%=$28.39
4XL@20%=$29.63

Selica Orenstein
President

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 Solutuions, 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.

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(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",

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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.

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