

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th STREET; BLDG. 5 SUITE 200
MIAMI GARDENS, FLORIDA**

ADDENDUM NO. 1

Date: April 13, 2010

To: All Potential Bidders

Subject: ITB# 09-10-041 Football and Cheerleading Uniforms

Opening Date: Thursday, April 22, 2010, @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'bid proposal' form. Failure to do so may subject the Bidder to disqualification.

REVISIONS:

Due to the size of the CMGYS logo, the City has revised the logo. The revised CMGYS logo is to be used on football and cheerleading uniforms. The CMGYS logo should be approximately 3"x 2" for football jerseys and approximately 3"x1½" for cheerleading shell tops.



CHANGES:

Cheerleading Uniforms:

CMGYS logo is to be placed on the lower left front side of the shell top, approximately 3" inches from the shell hem. The logo shall be as visible as possible.

Questions & Answers:

Q.1) Can we adjust the logo as needed (possibly only keeping the CMGYS)?

A.1) No, see the City's revised CMGYS logo.

Q.2) Do you have this logo already done as "patches" that can then be applied to the back of the uniform or on the skirt hem post-production? (we know of many teams that do this and they turn out great).

A.2) No, (see section 2.18 of the Special Conditions); the City shall determine the placement of the logo, (see changes made by the City).

Q.3) Can this logo be put on the back of the uniform of skirt area so that it can be more visible and not cause issues with the design and layout of the uniform style?

A.3) No, the logo shall be place only on areas of the uniform as approved by the City, (see changes made by the City).

All else remains the same.

Please note receipt of Addendum No. 1 on your Bid Form.

Sincerely,

Elena Varona, CPPB
Buyer

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th STREET; BLDG. 5 SUITE 200
MIAMI GARDENS, FLORIDA**

ADDENDUM NO. 2

Date: April 20, 2010

To: All Potential Bidders

Subject: ITB# 09-10-041 Football and Cheerleading Uniforms

Opening Date: Thursday, April 22, 2010, @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'bid proposal' form. Failure to do so may subject the Bidder to disqualification.

Questions received in writing with City Answers below:

Q:1) Will the City consider extending the bid opening date to have a pre-bid meeting to discuss the uniform requirements?

A:1) No, the solicitation was advertised on April 8, 2010, questions and request for information deadline was April 19, 2010, which allowed sufficient time for submittal of questions with City responses to any questions received.

Q:2) The City specified manufacturer brand names for football and cheerleading uniforms will other manufacturers and brands be considered?

A:2) Yes, Please refer to **Special Conditions - Section 2.11 EQUAL PRODUCTS**

All else remains the same.

Please note receipt of Addendum No. 2 on your Bid Form.

Sincerely,

Elena Varona, CPPB
Buyer



City of Miami Gardens **INVITATION TO BID**

The City of Miami Gardens is requesting sealed bids for a term contract from qualified company(s) for the purchase of football and cheerleading uniforms.

BID SUBMISSION

Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. If delivered by **mail send to:** Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. If **Delivered in person:** Procurement Department location, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on Thursday, April 22, 2010 at which time they will be opened and read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

“ITB# 09-10-041 FOOTBALL AND CHEERLEADING UNIFORMS”

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #0910041 or may be found on the City's web site at www.miamigardens-fl.gov. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

FOR INFORMATION

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000.

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 “Cone of Silence”, public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

FOOTBALL AND CHEERLEADING UNIFORMS
ITB# 09-10-041
April 22, 2010

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Procurement Department, City of Miami Gardens, 1515 N W 167th Street; Bldg 5 Suite 200, if by mail, and Bldg 7, Suite 440, if in person, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, if by mail and Bldg 7, Suite 440 if in person, Miami Gardens, Florida 33169.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 474-1285.

1.9 AWARDS:

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2005-10-28 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

1.14 LEGAL REQUIREMENTS:

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

The individual executing this proposal on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and 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 the County of Miami-Dade to perform the work herein described.

1.15 INDEMNIFICATION:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct,

indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

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 this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) 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 subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.

- B) Failure to begin the work under this contract 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 ensuing the completion of the project.

1.24 CANCELLATION:

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.26 SUBSTITUTIONS:

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

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

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least five (5) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.31 CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

1.34 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

1.35 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.36 WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.37 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, 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 S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.38 CODE OF ETHICS:

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.39 NON-COLLUSION:

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 PROHIBITION OF INTEREST:

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.41 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.42 UNBALANCED BIDS:

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected

1.43 TIED BIDS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

1.44 LOCAL PREFERENCE:

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 5% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

1.45 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:

In accordance with the City of Miami Gardens Code of Ordinance regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov.

1.46 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.47 SMALL, MINORITY, AND WOMEN'S BUSINESSES:

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

FOOTBALL AND CHEERLEADING UNIFORMS
ITB# 09-10-041
April 22, 2010

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this solicitation is to establish a term contract, by means of sealed bids for the purchase and delivery of football and cheerleading uniforms for the Parks and Recreation Department Youth Program.

Five parks within the City of Miami Gardens will host football and cheerleading programs beginning June 28, 2010. The Youth Athletic Program shall consist of five (5) teams; Vikings, Bulldogs, Cowboys, Rams and Ravens. Each park will have a total of 9 teams of various ages.

The football teams shall consist of 37 participants per team. The City anticipates a total 1,665 football participants. The cheerleading teams shall consist of 25 participants per team. The City anticipates a total of 1,125 cheerleaders.

2.2 METHOD OF AWARD:

Award of this contract will be made to the lowest primary and secondary responsive, responsible vendor for football uniforms and to a primary and secondary vendor for cheerleading uniforms. The City will, however, select the primary bidder to order upon availability at the time, as required during the contract period.

All bid prices must be F.O.B. destination, freight prepaid City of Miami Gardens, Florida with delivery to the location specified at the time of order. Quantities set forth in this solicitation are estimates only not guaranteed and listed for evaluation purposes.

Successful bidders awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

2.3 TERM OF CONTRACT:

The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from this contract's effective date, prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional two (2) year(s) period. Contract renewal shall be the City's prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City. This contract may not be an exclusive contract. The successful bidder shall notify the City in writing not less than ninety (90) days prior to renewal date of any adjustment in the contract amount.

2.4 PAYMENT:

Vendor shall submit invoices upon accepted delivery of complete uniforms order(s). City shall remit payment for all undisputed amounts within thirty (30) days of receipt of invoices. All invoices shall include a detailed listing of uniforms with charges. All invoices are subject to verifications and approval by the requesting department. No down or partial down payments will be made.

All proposal prices must include freight prepaid to location specified on purchase order in Miami Gardens, Florida.

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents shall presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

2.5 PROPOSAL CLARIFICATION:

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285, e-mail: evarona@miamigardens-fl.gov. The proposal title/number shall be referenced on all correspondence. All questions must be received five calendar days before the bid open date. All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.6 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this proposal, contact: Elena Varona, Facsimile: (305) 474-1285, e-mail: evarona@miamigardens-fl.gov.

2.7 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- 2.07.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$100,000
The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- 2.07.2 General Liability Insurance - \$100,000 for each occurrence, general aggregate, personal injury and products/completed operations
- 2.07.3 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$10,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

2.8 SAMPLES:

Where approved equals are allowed prospective bidders are alerted to the submission requirements for samples or descriptive literature with pictures (see Bid Form/Specifications for each item bid). Failure to meet any of the submission

requirements for samples or descriptive literature with pictures may deem your bid non-responsive. The City reserves the right to request samples of uniforms at no additional costs to the City prior to award of contract in its best interests.

Samples shall be delivered to the City within five (5) calendar days of request.

2.9 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this solicitation, the prices quoted by the bidder on the Proposal Form shall remain fixed and firm during the term of this contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.10 UNIFORMS SHALL BE NEW AND WARRANTED AGAINST DEFECTS:

The Bidder hereby acknowledges and agrees that all uniforms, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the uniforms supplied to the City by the Bidder are found to be defective or do not conform to specifications, the City reserves the right to (1) cancel the order and return such uniforms to the Bidder at the Bidder's expense or (2) require the Bidder to replace the uniforms at the Bidder's expense.

The successful bidder will be required to warranty all products supplied. Warranty information shall be described in detail and submitted with bid.

2.11 EQUAL PRODUCTS:

The manufacturer's brand name and style number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, fabric, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form. This specific solicitation requires submission of the following documentation to enable City evaluation of "equal" products:

- Product Information Sheets
- Product Samples Upon Specific Request

If an "equal" product may be considered by the City in accordance with the Bid/Proposal Submission Form, the item shall be equal in quality, design, fabric and standards of performance to the item specified in the solicitation.

Where an "or equal" item is offered, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures.

Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation.

Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be

provided at no cost to the City, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

The City shall be sole judge of equality, based on the best interests of the City, and its decision in this regard shall be final.

2.12 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT:

Substitute brands or styles may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without written consent by the Procurement Department, prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

2.13 DAMAGED GOODS:

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.14 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED:

The City shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the bidder is required to deliver all items to the City within the time specified in this solicitation and resultant contract; no grace period on account of back order situations shall be honored, unless written authorization is issued by the City, and a new delivery date is mutually established. In the event that the bidder fails to deliver the products within the specified time, the City reserves the right to cancel the order, seek items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the bidder fails to honor these re-procurement costs, the City may terminate the contract for default.

2.15 DELIVERY:

Vendors shall specify on the attached bid form the estimated delivery time (in calendar days) for each product from receipt of Purchase Order(s). Delivery time may be a factor in award of solicitation.

If the successful vendor fails to deliver within the specified time, it is understood that \$25.00 per calendar day, per unit, will be deducted from the payment as liquidated damages for each day beyond the specified time.

2.16 REFERENCES: (NOT USED)

2.17 QUANTITY DISCOUNTS:

The bidder is urged to offer additional discounts for one time delivery of large single orders of any assortment of the items required under this solicitation and resultant contract. As such deliveries are not a certainty under the awarded contract, such discounts will not be considered in the evaluation of the offer. The City may from time to time order in quantities of one or more piece(s), therefore, the City will not accept a minimum order requirement.

2.18 EMBROIDERY PRE-PRODUCTION SAMPLES:

The successful bidder shall furnish at no cost, pre-production samples of the embroidery required. This sample(s) shall be provided to the user department prior to its production, for approval by a City representative. Once a logo is approved no changes to its design, color(s), stitch-count, or thread may be made by the vendor without written approval of the change by the City.

2.19 ADDITION OF ITEMS:

Although this solicitation identifies specific items to be purchased, it is hereby understood and agreed that additional items may be added to this contract, during the contract term(s). Award of these additional item(s) shall be confirmed through the issuance of a quote. These items shall become an integral part of the contract.

2.20 CONTRACTUAL GUARANTEES:

Each proposer, by virtue of bidding, warrants and guarantees that all material, lining, trimmings, etc. are first quality goods of current manufacture with no seconds or rejects being used, and are of uniform quality and color.

Successful bidder(s) shall guarantee replacements of improperly manufactured garments. Said replacements must be made within five (5) business days from time of notification by the Department. The user department shall notify vendor via e-mail of replacements.

Any part of an order that does not conform to specifications, although accepted through oversight of otherwise; may be rejected at any time. Any part of an order found not to be in accordance with specifications due to the fault of the vendor shall be altered or replaced by the vendor at no cost to the City.

If at any time during the contract period, any specified item is found not be equal in quality, workmanship and/or materials to the samples provided by the successful bidder are not as per bid specifications the contract may be cancelled.

2.21 MEASUREMENTS:

Vendor shall be solely responsible for the securing of all necessary measurements at mutually convenient times to be arranged between the Parks and Recreation Department and vendor(s). The Contractor shall further be responsible for the supervision of the fittings and any necessary alterations for a proper fit for each wearer to the City. **Only minor alterations will be permitted.** Alterations shall be included in the unit price. **Alterations that might change the style of the garment or which will use up all of the allowance in seams provided for shall be considered cause for rejection.**

2.22 LATE PROPOSALS:

The City of Miami Gardens cannot be responsible for proposals received after opening time and encourages early submittal.

2.23 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.24 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND TWO COPIES of the Invitation for Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.25 SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Governmental Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful bidder and issue its own tax exemption certificate as required by the bidder.

FOOTBALL AND CHEERLEADING UNIFORMS
ITB# 09-10-041
April 22, 2010

3.0 Performance Specifications:

Furnish and deliver football and cheerleading uniforms meeting or exceeding the product specifications set forth in this solicitation with no minimum order requirements.

All items shall include in the price; measuring and alteration, sewn tackle twill letters and numbers, all available fonts and layouts in all team colors. An Item is defined as all associated and noted sizes of the same particular article of clothing (i.e. Sizes XXS-XL and 2XL, 3XL etc.). If a required size is not available this should be noted in the bid document as Not Available.

COLORS: All items shall be available in all team colors. Those colors are listed below:

<u>TEAMS</u>	<u>COLORS</u>
Vikings	Maroon, white and black
Bulldogs	Black, gold and white
Ravens	Purple, black and white
Rams	Navy blue, white and gold
Cowboys	Blue, grey and white

Promotional Items:

The City is enquiring on promotional items for the teams, (i.e. polo shirts for coaches, caps, duffle bags etc.) at no additional cost to the City. Bidders shall note any promotional items available to the teams on the bid submittal form.

FOOTBALL UNIFORMS

A: TEAM VIKINGS

- ITEM#** **GAME JERSEY** **BRAND:** Game Wear **STYLE:** Prodigy or equal
1. **Fabric:** MidWeight Diamond Mesh; ProBrite Dazzle, Spandex cuffs and collar, with double layer shoulders
Colors: Black & Maroon
Inserts: Black spandex, across upper chest in a "X" shape
Seam: Cover Stitched, Double Strength Reinforced
Collar: Black and White V-Neck
Sleeves: Black Spandex sleeves capped
Numbers: To include performance cut with 1 to 2 colors sewn on Tackle Twill numbers on front and on sleeves
Number Layout: Black Numbers with white trim
Number order: 0-99
Logos: To include embroidered team name centered on upper chest and embroidered CMGYS Logo on upper left side of the chest.
Sizes: Available in Youth and Adult sizes: XXS-XXXL

2. **GAME PANTS** **BRAND:** Game Wear **STYLE:** Havoc or equal
Fabric: ProWeight High Luster Spandex, standard front lacing.
Colors: Black and maroon
Inserts: Black spandex inserts
Seam: Cover Stitched, Double Strength Reinforced
Pockets: Spandex thigh and knee pad pockets
Belt: Belt included, tunnel or slotted waist acceptable, two front belt loops
Sizes: Available in Youth and Adult sizes: XXS-XXXL
Pants shall be integrated with no padding

B: TEAM BULLDOGS

- ITEM#** **GAME JERSEY** **Brand:** Game Wear **STLYE:** Fire or equal
1. **Fabric:** MidWeight Diamond Mesh; ProBrite Dazzle, Spandex cuffs and collar, with double layer shoulders
Colors: Black, light gold and white
Inserts: Light gold, white spandex side inserts
Seam: Cover Stitched, Double Strength Reinforced
Collar: V-Neck
Sleeves: Black Spandex sleeves capped
Numbers: To include performance cut with 1 to 2 colors sewn on Tackle Twill numbers on front and on sleeves
Number Layout: Light gold numbers with white trim
Number order: 0-99
Logos: To include embroidered team name centered on upper chest and embroidered CMGYS Logo on upper left side of the chest.
Sizes: Available in Youth and Adult sizes: XXS-XXXL
2. **GAME PANTS** **Brand:** Game Wear **STLYE:** Dagger or equal
Fabric: ProWeight High Luster Spandex, standard front lacing.
Colors: Black, light gold and white
Inserts: Light gold, white side, back & front leg inserts
Seam: Cover Stitched, Double Strength Reinforced
Pockets: Spandex thigh and knee pad pockets
Belt: Belt included, tunnel or slotted waist acceptable, two front belt loops
Sizes: Available in Youth and Adult sizes: XXS-XXXL
Pants shall be integrated with no padding

C: TEAM RAVENS

- ITEM#** **GAME JERSEY** **BRAND:** Game Wear **STYLE:** Crush or equal
1. **Fabric:** MidWeight Diamond Mesh; ProBrite Dazzle, Spandex cuffs and collar, with double layer shoulders
Colors: Purple, white, black and light gold
Inserts: none
Seam: Cover Stitched, Double Strength Reinforced
Collar: Black V-neck
Sleeves: Black Spandex sleeves capped
Numbers: To include performance cut with 1 to 2 colors sewn on Tackle Twill numbers on front and on sleeves
Number Layout: White Numbers with gold and black trim
Number order: 0-99
Logos: To include embroidered team name centered on upper chest and embroidered CMGYS Logo on upper left side of the chest.
Sizes: Available in Youth and Adult sizes: X XS-XXXL

2. **GAME PANTS** **BRAND:** Game Wear **STYLE:** Rush or equal
Fabric: ProWeight High Luster Spandex, standard front lacing.
Colors: White
Inserts: Black, purple spandex side inserts
Seam: Cover Stitched, Double Strength Reinforced
Pockets: Spandex thigh and knee pad pockets
Belt: Belt included, tunnel or slotted waist acceptable, two front belt loops
Sizes: Available in Youth and Adult sizes: XXS-XXXL
Pants shall be integrated with no padding

D: TEAM RAMS

- ITEM# **GAME JERSEY** **BRAND:** Game Wear **STYLE:** Cyclone or equal
1. **Fabric:** MidWeight Diamond Mesh; ProBrite Dazzle, Spandex cuffs and collar, with double layer shoulders
Colors: Navy blue, Vegas gold and white
Inserts: Upper back, under arms, and side white inserts
Seam: Cover Stitched, Double Strength Reinforced
Collar: Vegas gold and navy blue V-neck
Sleeves: Navy blue spandex sleeves capped
Numbers: To include performance cut with 1 to 2 colors sewn on Tackle Twill numbers on front and on sleeves
Number Layout: Vegas gold numbers with white trim
Number order: 0-99
Logos: To include embroidered team name centered on upper chest and embroidered CMGYS Logo on upper left side of the chest.
Sizes: Available in Youth and Adult sizes: XXS-XXXL
2. **GAME PANTS** **BRAND:** Game Wear **STYLE:** Lighting or equal
Fabric: ProWeight High Luster Spandex, standard front lacing.
Colors: Black and maroon
Inserts: Black, purple spandex side inserts
Seam: Cover Stitched, Double Strength Reinforced
Pockets: Spandex thigh and knee pad pockets
Belt: Belt included, tunnel or slotted waist acceptable, two front belt loops
Sizes: Available in Youth and Adult sizes: XXS-XXXL
Pants shall be integrated with no padding

E: TEAM COWBOYS

- ITEM# **GAME JERSEY** **BRAND:** Game Wear **STYLE:** Warrior or equal
1. **Fabric:** MidWeight Diamond Mesh; ProBrite Dazzle, Spandex cuffs and collar
Colors: Navy blue, silver and white
Inserts: Navy blue with silver side arm inserts and white trim across chest
Seam: Cover Stitched, Double Strength Reinforced
Collar: V-neck
Sleeves: Navy blue and silver spandex sleeves capped
Numbers: To include performance cut with 1 to 2 colors sewn on Tackle Twill numbers on front and on sleeves
Number Layout: Silver numbers with white trim
Number order: 0-99
Logos: To include embroidered team name centered on upper chest and embroidered CMGYS Logo on upper left side of the chest.
Sizes: Available in Youth and Adult sizes: XXS-XXXL

2. **GAME PANTS** **BRAND:** Game Wear **STYLE:** Galaxy or equal
Fabric: ProWeight High Luster Spandex, standard front lacing.
Colors: Navy blue, white and silver
Inserts: white and silver side leg inserts
Seam: Cover Stitched, Double Strength Reinforced
Pockets: Spandex thigh and knee pad pockets
Belt: Belt included, tunnel or slotted waist acceptable, two front belt loops
Sizes: Available in Youth and Adult sizes: XXS-XXXL
Pants shall be integrated with no padding

F: PRACTICE UNIFORMS

ITEM# Practice Shorts

1. **Brand:** GTM Sportswear Youth **STYLE:** YSH800 or equal
Fabric: 100% polyester eyelet mesh
Waist: Covered elastic waistband
Colors: Black, Maroon, Navy Blue, Light Gold and Vegas Gold
Sizes: Youth and Adults sizes: XXS-XXXL

2. **Practice Pants**
Brand: Alleson Athletic or equal
Fabric: 100% nylon, black pants, cover stitched, double
Strength reinforced seams, knee and thigh pad
Pockets, belt included; tunnel or slotted waist,
Two front belt loops, standard front lacing.

3. **Practice Jerseys**
Brand: Alleson Athletic or equal
Fabric: 100% Nylon, Full length mesh, available in all
Team colors.

CHEERLEADING UNIFORMS

A: TEAM VIKINGS

- ITEM# CHEERLEADING WOMEN'S SHELL TOP** **Varsity WS063A** or equal
1. **Fabric:** 100% polyester Visa treated, ActionWeave Stretch back fabric
Style: Sleeveless, Sweetheart neckline
Seam: ¾" side seam allowance **Logo:** CMGYS logo to be placed on upper left chest
Main Shell Colors: 2 colors, Maroon on top section and black on lower section
Braiding: 3 colors: white, maroon & black on sweetheart neck and around chest
Braiding Color Scheme: white, maroon, black, maroon and white
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

2. **CHEERLEADING WOMEN'S BODYLINER** **Varsity MFBLR054W** or equal
Fabric: 100% polyester MotionFlex
Style: Mock turtleneck, long sleeve, waist length, blind stitch hems
Colors: white, maroon & black colors on elbow of sleeves according to patterns of colors
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

3. **CHEERLEADING WOMEN'S A-LINE SKIRT** **Varsity S0947** or equal
Fabric: 100% polyester, "VISA" treated
Style: A-line, left slit, zipper and button closure
Colors: 2 colors: maroon and black

Braiding: 3 colors: white, maroon and black, 5 stripes left to right diagonal and down left side

Color Scheme: white, maroon, black, maroon and white

Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

4. **CHEERLEADING FLYER SKIRT** **Varsity S1289** or equal
Fabric: 100% polyester, "VISA" treated,
Style: 16 pleats freestyle, zipper and button closure
Colors: black skirt, black pleats with alternating white and maroon on the inside
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

B: TEAM BULLDOGS

- ITEM# **CHEERLEADING WOMEN'S SHELL TOP** **Varsity WS100A** or equal
1. **Fabric:** 100% polyester Visa treated, ActionWeave Stretch back fabric
Style: sleeveless, sweetheart neckline
Seam: ¾" side seam allowance **Logo:** CMGYS logo to be placed on upper left chest
Main Shell Colors: 2 colors: gold on top section and black on the lower section
Braiding: 2 colors at neckline gold and black and 3 colors at mid gold, black and white
Braiding Color Scheme: gold, black, white and gold
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL
2. **CHEERLEADING WOMEN'S BODYLINER** **Varsity MFBLR022W** or equal
Fabric: 100% polyester MotionFlex
Style: Mock turtleneck, long sleeve, waist length, blind stitch hems
Colors: 3 colors: black, gold and white at the elbow of the sleeve
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL
3. **CHEERLEADING WOMEN'S A-LINE SKIRT** **Varsity S406** or equal
Fabric: 100% polyester, "VISA" treated
Style: Freestyle, 16 pleat, alternating colors underneath, zipper and button closure
Colors: 1 color outer black, 2 colors alternating inner gold and black
Braiding: 3 colors: gold, black and white and, 5 stripes around skirt bottom
Color Scheme: gold, black, white, gold
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL
4. **CHEERLEADING FLYER SKIRT** **Varsity S1398** or equal
Fabric: 100% polyester, "VISA" treated,
Style: 16 pleats freestyle zipper and button closure
Colors: gold, black, white and gold on outer and white and gold alternating inside of pleats
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

C: TEAM RAVENS

- ITEM# **CHEERLEADING WOMEN'S SHELL TOP** **Varsity WS074RA** or equal
1. **Fabric:** 100% polyester, "Visa" treated
Style: Crewneck, ActionWeave Stretch back fabric
Seam: ¾" side seam allowance **Logo:** CMGYS logo to be placed on upper left chest
Main Shell Colors: 2 color shell: purple and black
Braiding: 3 colors on right shoulder, 3 colors diagonal above chest, 3 colors diagonal below chest
Braiding Color Scheme: gold, black, purple, gold
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

2. **CHEERLEADING WOMEN'S BODYLINER** **Varsity MFBLR030W** or equal
Fabric: 100% polyester MotionFlex
Style: Mock turtleneck, long sleeve, waist length, blind stitch hem
Colors: 3 colors: white, navy blue and gold on mid right arm to upper left arm
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

3. **CHEERLEADING WOMEN'S A-LINE SKIRT** **Varsity S025** or equal
Fabric: 100% polyester, "VISA" treated
Style: A-line, A cut-out on left thigh, zipper and button closure
Colors: 1 color: purple
Braiding: 3 colors, 3 strip around skirt bottom
Braiding Color Scheme: white, navy blue, gold
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

4. **CHEERLEADING FLYER SKIRT** **Varsity S23897** or equal
Fabric: 100% polyester, "VISA" treated,
Style: 16 pleats freestyle, zipper and button closure
Colors: purple with gold, black, purple and gold; alternating white, black on the inside of the pleats
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

D: TEAM RAMS

- ITEM# 1. **CHEERLEADING WOMEN'S SHELL TOP** **Varsity WS083A** or equal
Fabric: 100% polyester, "Visa" treated, ActionWeave Stretch back fabric
Style: sleeveless, v-neck
Seam: ¾" side seam allowance **Logo:** CMGYS logo to be placed on upper left chest
Main Shell Colors: 2 color shell: white on top section and navy blue on lower section
Braiding: 2 colors navy blue and gold deep v below chest
Braiding Color Scheme: white, navy blue, gold
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

2. **CHEERLEADING WOMEN'S BODYLINER** **Varsity MFBL083M** or equal
Fabric: 100% polyester MotionFlex
Style: Mock turtleneck, long sleeve, waist length, blind stitch hem
Colors: 3 colors: white, navy blue and gold at mid right arm, upper left arm and diagonal pattern
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

3. **CHEERLEADING WOMEN'S A-LINE SKIRT** **Varsity S083** or equal
Fabric: 100% polyester, "VISA" treated
Style: A-line, A cut-out on left thigh, elastic waist
Colors: 2 colors navy blue and white
Braiding: 3 colors: white navy blue, gold, and white. Navy blue 5 stripe diagonal-left to right, with 3 colors: blue, white and gold stripe diagonal left to right
Color Scheme: white, navy blue, gold
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

4. **CHEERLEADING FLYER SKIRT** **Varsity S1398** or equal
Fabric: 100% polyester, "VISA" treated
Style: 16 pleats freestyle, elastic waist
Colors: white, navy blue, gold, white, navy blue with alternating gold and white inside pleats
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

E: TEAM COWBOYS

- ITEM#** **CHEERLEADING WOMEN'S SHELL TOP** **Varsity WS0924A** or equal
1. **Fabric:** 100% polyester, "Visa" treated, ActionWeave Stretch back fabric
Style: sleeveless, v-neck
Seam: ¾" side seam allowance **Logo:** CMGYS logo to be placed on upper left chest
Main Shell Colors: 3 colors: grey top, white on mid and navy blue on lower section
Braiding: 3 colors at chest section: navy blue, grey and white
Braiding Color Scheme: navy blue, grey and white
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL
2. **CHEERLEADING WOMEN'S BODYLINER** **Varsity MFBL0924WM** or equal
Fabric: 100% polyester MotionFlex
Style: Mock turtleneck, long sleeve, waist length, blind stitch hems
Colors: 3 colors: grey, white and navy blue at the upper arm of the sleeves
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL
3. **CHEERLEADING WOMEN'S A-LINE SKIRT** **Varsity S073** or equal
Fabric: 100% polyester, "VISA" treated
Style: A-line, right slit with underlining alternating color liner, zipper and button closure
Colors: Navy blue, and white
Braiding: 3 stripe, 5 color diagonal-right to left, thigh to bottom skirt
Color Scheme: navy blue, grey and white
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL
4. **CHEERLEADING FLYER SKIRT** **Varsity S1398** or equal
Fabric: 100% polyester, "VISA" treated
Style: 16 pleats freestyle, zipper and button closure
Colors: navy blue, white, grey white alternating grey and white inside pleats
Sizes: Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL

F: PRACTICE UNIFORMS

- ITEM#** **CHEERLEADING WOMEN'S PRACTICE SHORTS** **Varsity SH03** or equal
1. To be 50% polyester/50% cotton, elastic waist, side vents,
Colors: grey, yellow, maroon, black, purple, and navy blue.
To be available in Youth sizes: XS-XXL & Adult sizes: XL-XXL.
2. **CHEERLEADING WOMEN'S BRIEFS** **Varsity MFB/MFBY** or equal
To be 50% nylon/50% spandex, elastic waist, side vents, colors: grey, yellow, maroon, black, purple, and navy blue. To be available in Youth sizes: XS-XXL & Adult sizes: XL-XXL.

SAMPLE CMGYS LOGO:



3.2 BID CHECK LIST

YES___ NO___ 1. Copy of appropriate License and Permits

YES___ NO___ 2. Proof of ability to obtain insurance

YES___ NO___ 3. Bid Submittal Price

YES___ NO___ 4. Bid signed by authorized representative

YES___ NO___ 5. Vendor Representative Contact information

YES___ NO___ 6. Bid prepared in duplicate

YES___ NO___ 7. Business Tax Receipt

YES___ NO___ 8. Accept VISA Credit Card for payment

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a “NO BID” in any portion of a section will not be considered for that section award.

BID SUBMITTAL

Submit Proposal to:

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th Street
Mail to: Bldg. 5 Suite 200
Deliver to: Bldg. 7 suite 440
Miami Gardens, Florida 33169**

**BID ITB# 09-10-041
Title: Football &
Cheerleading Uniforms
Date: April 22, 2010**

(Vendor Name)

agrees to supply labor, equipment, supplies required to furnish and deliver football and cheerleading uniforms as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the services called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation to furnish and install fitness equipment performed under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to furnish and deliver football and cheerleading uniforms shall be included in this price.

BID SUBMITTAL (continued).
FOOTBALL AND CHEERLEADING UNIFORMS

All cost for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide football and cheerleading uniforms shall be included in this price.

All items shall include in the price; measuring and alterations, sewn tackle twill letters and numbers, all available fonts and layouts in all team colors, and embroidered team logo with no minimum order requirements.

Unit pricing on items shall cover all range of sizes specified for Youth and Adults on all football and cheerleading uniforms. If a required size is not available this should be noted in the bid document as Not Available.

FOOTBALL UNIFORMS

ITEM#	DESCRIPTION	Est. Qty.	Unit Price	Extend Price
	<u>A-TEAM VIKINGS</u>			
1.	Game Jersey MidWeight Diamond Mesh; ProBrite Dazzle, Spandex cuff and collar, double strength reinforced and cover stitched seams, V-neck collar, black and white sleeves capped, Inserts: Black spandex, across upper chest in a "X" shape. To include Tackle Twill numbers and letters, fonts and layouts, and CMGYS logo. Available in team colors and Available in Youth & Adult sizes XXS-XXXL Brand: Game Wear Style: Prodigy or equal meeting specifications. Manufacturer/Brand _____ Style _____	333	\$ _____	\$ _____
2.	Game Pants ProWeight High Luster Spandex Inserts: Black spandex inserts, Seam: Cover Stitched, Double Strength Reinforced, Pockets: Spandex thigh and knee pad pockets, Belt: included, tunnel or slotted waist acceptable, two front belt loops standard front lacing. Available in team colors and Available in Youth & Adult sizes: XXS-XXXL Pants shall be integrated with no padding Brand: Game Wear Style: Havoc or equal meeting Specifications. Manufacturer/Brand _____ Style _____	333	\$ _____	\$ _____

B-TEAM BULLDOGS

1. **Game Jersey** 333 \$ _____ \$ _____
MidWeight Diamond Mesh; ProBrite Dazzle, Spandex cuff and collar, double strength reinforced and cover stitched seams, V-neck collar, black Spandex sleeves capped, Inserts: Light gold, white spandex side, To include Tackle Twill numbers and letters, fonts and layouts, and CMGYS logo.
Available in team colors and
Available in Youth & Adult Sizes XXS-XXXL
Brand: Game Wear
Style: Fire or equal meeting specifications.

Manufacturer/Brand_____

Style_____

2. **Game Pants** 333 \$ _____ \$ _____
ProWeight High Luster Spandex
Inserts: Light gold, white side, back & front leg inserts, Seam: Cover Stitched, Double Strength Reinforced, Pockets: Spandex thigh and knee pad pockets, Belt: included, tunnel or slotted waist acceptable, two front belt loops, standard front lacing.
Available in team colors and
Available in Youth & Adult sizes: XXS-XXXL
Pants shall be integrated with no padding
Brand: Game Wear
Style: Dagger or equal meeting specifications.

Manufacturer/Brand_____

Style_____

C-TEAM RAVENS

1. **Game Jersey** 333 \$ _____ \$ _____
MidWeight Diamond Mesh; ProBrite Dazzle, Spandex cuff and collar, double strength reinforced and cover stitched seams, black V-neck collar, black Spandex sleeves capped, Inserts: none, To include Tackle Twill numbers and letters, fonts and layouts, and CMGYS logo.
Available in team colors and
Available in Youth & Adult Sizes XXS-XXXL
Brand: Game Wear
Style: Crush or equal meeting specifications.

Manufacturer/Brand_____

Style_____

2. **Game Pants** 333 \$ _____ \$ _____
 ProWeight High Luster Spandex
 Inserts: Black, purple spandex side inserts
 Seam: Cover Stitched, Double Strength
 Reinforced, Pockets: Spandex thigh and
 knee pad pockets, Belt: included, tunnel
 or slotted waist acceptable, two front belt loops,
 standard front lacing.
 Available in team colors and
 Available in Youth and Adult sizes: XXS-XXXL
 Pants shall be integrated with no padding
 Brand: Game Wear
 Style: Rush or equal meeting specifications.
- Manufacturer/Brand _____
- Style _____

- D-TEAM RAMS**
1. **Game Jersey** 333 \$ _____ \$ _____
 MidWeight Diamond Mesh; ProBrite Dazzle,
 Spandex cuff and collar, double strength
 reinforced and cover stitched seams, Vegas
 Gold/Navy Blue V-neck collar, navy blue Spandex
 sleeves capped, Inserts: upper back, under arm
 and white side inserts, To include Tackle Twill
 numbers and letters, fonts and layouts,
 and CMGYS logo.
 Available in team colors and
 Available in Youth and Adult Sizes XXS-XXXL
 Brand: Game Wear,
 Style: Cyclone or equal meeting specifications.
- Manufacturer/Brand _____
- Style _____

2. **Game Pants** 333 \$ _____ \$ _____
 ProWeight High Luster Spandex
 Inserts: Black, purple spandex side inserts
 Seam: Cover Stitched, Double Strength
 Reinforced, Pockets: Spandex thigh and
 knee pad pockets, Belt: included, tunnel
 or slotted waist acceptable, two front belt loops,
 standard front lacing.
 Available in team colors and
 Available in Youth and Adult sizes: XXS-XXXL
 Pants shall be integrated with no padding
 Brand: Game Wear
 Style: Lighting or equal meeting specifications.
- Manufacturer/Brand _____

Style_____

E-TEAM COWBOYS

1. **Game Jersey** 333 \$ _____ \$ _____
MidWeight Diamond Mesh; ProBrite Dazzle,
Spandex cuff and collar, double strength
reinforced and cover stitched seams, V-neck collar,
navy blue and silver spandex sleeves,
Inserts: navy blue with silver side arm inserts, with
White trim across chest
To include Tackle Twill numbers and letters,
fonts and layouts, and CMGYS logo.
Available in team colors and
Available in Youth and Adult Sizes XXS-XXXL
Brand: Game Wear,
Style: Warrior or equal meeting specifications.

Manufacturer/Brand_____

Style_____

2. **Game Pants** 333 \$ _____ \$ _____
ProWeight High Luster Spandex
Inserts: white and silver side leg inserts
Seam: Cover Stitched, Double Strength
Reinforced, Pockets: Spandex thigh and
knee pad pockets, Belt: included, tunnel
or slotted waist acceptable, two front belt loops,
standard front lacing.
Available in team colors and
Available in Youth and Adult sizes: XXS-XXXL
Pants shall be integrated with no padding
Brand: Game Wear
Style: Galaxy or equal meeting specifications.

Manufacturer/Brand_____

Style_____

F-FOOTBALL PRATICE GEAR

1. **Practice Shorts** 1700 \$ _____ \$ _____
100% polyester eyelet mesh, covered elastic
Waistband, available in all team colors,
Youth and Adult sizes: XXS-XXXL
Brand: GTM Sports Wear Youth
Style: YSH800 or equal meeting specifications.

Manufacturer/Brand_____

Style_____

2. **Practice Pants** 1700 \$ _____ \$ _____
 100% nylon, black pants, cover stitched, double
 Strength reinforced seams, knee and thigh pad
 Pockets, belt included; tunnel or slotted waist,
 Two front belt loops, standard front lacing.
 Youth and Adult sizes: XXS-XXXL
 Brand: Alleson Athletic or equal meeting
 Specifications.

Manufacturer/Brand _____

Style _____

3. **Practice Jerseys** 1700 \$ _____ \$ _____
 100% Nylon, full length mesh, available in all
 Team colors.
 Youth and Adult sizes: XXS-XXXL
 Brand: Alleson Athletic or equal meeting
 Specifications

TOTAL FOOTBALL UNIFORMS \$ _____

CHEERLEADING UNIFORMS

A-TEAM VIKINGS

1. **CHEERLEADING WOMEN'S SHELL TOP** 225 \$ _____ \$ _____
 100% polyester Visa treated, ActionWeave,
 sleeveless, sweetheart, neckline style, 3/4"
 side seam allowance, CMGYS logo on upper
 left chest, Main Shell Colors: Maroon on top
 section and black on lower section,
 Braiding: white, maroon & black on sweetheart neck
 and around chest. Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity WS063A or equal meeting specifications.

Manufacturer/Brand _____

Style _____

2. **CHEERLEADING WOMEN'S BODYLINER** 225 \$ _____ \$ _____
 100% polyester, MotionFlex, mock turtleneck,
 long sleeve, waist length, blind stitch hem,
 Colors: white, maroon & black; colors on elbow
 of sleeves according to patterns of colors.
 Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity MFBLR054W or equal meeting specifications.

Manufacturer/Brand _____

Style _____

3. **CHEERLEADING WOMEN'S A-LINE SKIRT** 225 \$ _____ \$ _____
 100% polyester, "VISA" treated, A-line style, left slit
 Zipper and button closure,
 Colors: 2 colors: maroon and black
 Braiding: 3 colors: white, maroon and black,
 5 stripes left to right diagonal and down left side
 Color Scheme: white, maroon, black, maroon and white
 Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity S0947 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

4. **CHEERLEADING FLYER SKIRT** 18 \$ _____ \$ _____
 100% polyester, "VISA" treated, 16 pleats freestyle
 Zipper and button closure,
 Colors: black skirt, black pleats with alternating
 white and maroon on the inside
 Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity S1289 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

B-TEAM BULLDOGS

1. **CHEERLEADING WOMEN'S SHELL TOP** 225 \$ _____ \$ _____
 100% polyester Visa treated, ActionWeave
 sleeveless, sweetheart, neckline style,
 ¾" side seam allowance, CMGYS logo to be placed
 on upper left chest, Main Shell Colors:
 gold on top section and black on the lower section
 Braiding: at neckline gold and black and 3 colors at
 mid gold, black and white, Braiding Color Scheme:
 gold, black, white and gold.
 Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity WS100A or equal meeting specifications.

Manufacturer/Brand _____

Style _____

2. **CHEERLEADING WOMEN'S BODYLINER** 225 \$ _____ \$ _____
 100% polyester, MotionFlex, mock turtleneck,
 long sleeve, waist length, Colors: black, gold
 and white at the elbow of the sleeve,
 blind stitch hem,
 Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity MFBLR022W or equal meeting specifications.

Manufacturer/Brand _____

Style _____

3. **CHEERLEADING WOMEN'S A-LINE SKIRT** 225 \$ _____ \$ _____
 100% polyester, "VISA" treated, 16 pleats freestyle
 Zipper and button closure,
 alternating colors underneath, colors: 1 color outer
 black, 2 colors alternating inner gold and black,
 Braiding: gold, black and white and, 5 stripes around
 skirt bottom, Color Scheme: gold, black, white, gold
 Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity S406 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

4. **CHEERLEADING FLYER SKIRT** 18 \$ _____ \$ _____
 100% polyester, "VISA" treated, 6 pleats freestyle
 Zipper and button closure,
 Colors: gold, black, white and gold on outer and
 white and gold alternating inside of pleats
 Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity S1398 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

C-TEAM RAVENS

1. **CHEERLEADING WOMEN'S SHELL TOP** 225 \$ _____ \$ _____
100% polyester, "Visa" treated, ActionWeaved,
Crewneck, 3/4" side seam allowance,
CMGYS logo to be placed on upper left chest
Main Shell Colors: purple and black
Braiding: 3 colors on right shoulder, 3 colors diagonal
above chest, 3 colors diagonal below chest
Braiding Color Scheme: gold, black, purple, gold
Available in team colors, and
Available in Youth and Adult sizes: XS-XXXL
Varsity WS074RA or equal meeting specifications.

Manufacturer/Brand _____

Style _____

2. **CHEERLEADING WOMEN'S BODYLINER** 225 \$ _____ \$ _____
100% polyester, MotionFlex, mock turtleneck,
long sleeve, waist length, blind stitch hem,
Colors: white, navy blue and gold
on mid right arm to upper left arm,
Available in team colors, and
Available in Youth and Adult sizes: XS-XXXL
Varsity MFBLR030W or equal meeting specifications.

Manufacturer/Brand _____

Style _____

3. **CHEERLEADING WOMEN'S A-LINE SKIRT** 225 \$ _____ \$ _____
100% polyester, "VISA" treated, A-line, A cut-out
on left thigh, zipper and button closure,
Colors: purple, Braiding: 3 colors,
3 strip around skirt bottom, Braiding Color Scheme:
white, navy blue, gold,
Available in team colors, and
Available in Youth and Adult sizes: XS-XXXL
Varsity S025 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

4. **CHEERLEADING FLYER SKIRT** 18 \$ _____ \$ _____
 100% polyester, "VISA" treated, 16 pleats
 Freestyle, zipper and button closure,
 Colors: purple with gold, black, purple
 and gold; alternating white, black on the inside of pleats
 Available in team colors and,
 Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL
 Varsity S23897 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

1. **D-TEAM RAMS**
CHEERLEADING WOMEN'S SHELL TOP 225 \$ _____ \$ _____
 100% polyester, "Visa" treated, ActionWeave,
 sleeveless, v-neck, 3/4" side seam allowance,
 CMGYS logo to be placed on upper left chest,
 Main Shell Colors: white on top section and navy
 blue on lower section, Braiding: navy blue and gold
 deep v below chest, Braiding Color Scheme:
 white, navy blue, gold
 Available in team colors, and
 Available in Youth and Adult sizes: XS-XXXL
 Varsity WS083A or equal meeting specifications.

Manufacturer/Brand _____

Style _____

2. **CHEERLEADING WOMEN'S BODYLINER** 225 \$ _____ \$ _____
 100% polyester, MotionFlex, mock turtleneck,
 Blind stitch hem, long sleeve, waist length,
 colors: white, navy blue and gold at mid right arm,
 upper left arm and diagonal pattern,
 Available in team colors, and
 Available in Youth and Adult sizes: XS-XXXL
 Varsity MFBL083M or equal meeting specifications.

Manufacturer/Brand _____

Style _____

3. **CHEERLEADING WOMEN'S A-LINE SKIRT** 225 \$ _____ \$ _____
 100% polyester, "VISA" treated, A-line,
 A cut-out on left thigh, elastic waist,
 Main colors: navy blue and white
 Braiding: white navy blue, gold, and white,
 Navy blue 5 stripe diagonal-left to right, with 3 colors:
 blue, white and gold stripe diagonal left to right.
 Color Scheme: white, navy blue, gold
 Available in team colors, and
 Available in Youth and Adult sizes: XS-XXXL
 Varsity S083 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

4. **CHEERLEADING FLYER SKIRT** 18 \$ _____ \$ _____
 100% polyester, "VISA" treated, 16 pleats,
 Elastic waist, Freestyle,
 Colors: white, navy blue, gold, white,
 navy blue with alternating gold and white inside pleats
 Available in team colors, and
 Available in Youth and Adult sizes: XS-XXXL
 Varsity S1398 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

- E-TEAM COWBOYS**
 1. **CHEERLEADING WOMEN'S SHELL TOP** 225 \$ _____ \$ _____
 100% polyester, "Visa" treated, ActionWeave,
 sleeveless, v-neck, 3/4" side seam allowance,
 CMGYS logo to be placed on upper left chest,
 Main Shell Colors: grey top, white on mid and navy
 blue on lower section;
 Braiding: chest section: navy blue, grey and white
 Braiding Color Scheme: navy blue, grey and white
 Available in team colors,
 Available in Youth and Adult sizes: XS-XXXL
 Varsity WS0924A or equal meeting specifications.

Manufacturer/Brand _____

Style _____

2. **CHEERLEADING WOMEN'S BODYLINER** 225 \$ _____ \$ _____
100% polyester, MotionFlex, Mock turtleneck,
long sleeve, waist length, Colors: grey, white and
navy blue at the upper arm of the sleeves, blind
stitched hem,
Available in team colors,
Available in Youth and Adult sizes: XS-XXXL
Varsity MFBL0924WM or equal meeting specifications.

Manufacturer/Brand _____

Style _____

3. **CHEERLEADING WOMEN'S A-LINE SKIRT** 225 \$ _____ \$ _____
100% polyester, "VISA" treated, A-line style,
right slit with underlining alternating color liner,
Zipper and button closure,
Colors: Navy blue, and white
Braiding: 3 stripes, 5 color diagonal-right to left,
thigh to bottom skirt, Color Scheme: navy blue,
grey and white,
Available in team colors, and
Available in Youth and Adult sizes: XS-XXXL
Varsity S073 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

4. **CHEERLEADING FLYER SKIRT** 18 \$ _____ \$ _____
100% polyester, "VISA" treated, 6 pleats
Freestyle, Colors: navy blue, white, grey, white
alternating grey and white inside pleats,
zipper and button closure,
Available in team colors, and
Available in Youth and Adult sizes: XS-XXXL
Varsity S1398 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

- 1. F-CHEERLEADING PRACTICE UNIFORMS**
CHEERLEADING WOMEN'S PRACTICE SHORTS 1125 \$ _____ \$ _____
 50% polyester/50% cotton, elastic waist,
 side vents, colors: grey, yellow, maroon,
 black, purple, and navy blue.
 Available in Youth sizes: XS-XXL & Adult sizes: XL-XXL.
 Varsity SH03 or equal meeting specifications.

Manufacturer/Brand _____

Style _____

- 2. CHEERLEADING GAME BRIEFS** 1125 \$ _____ \$ _____
 50% nylon/50% spandex, elastic waist,
 side vents, Colors: grey, yellow, maroon,
 black, purple, and navy blue.
 Available in Youth & Adult sizes: XXS-XXXL
 Varsity MFB/MFBY or equal meeting specifications.

Manufacturer/Brand _____

Style _____

TOTAL CHEERLEADING UNIFORMS \$ _____

PROMOTIONAL ITEMS:

ITEM DESCRIPTION	Available Qty. per Team

Discount if awarded all items _____%

Guaranteed Delivery Date _____ delivery date from receipt of purchase order may be a determining factor in award.

Vendors shall guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time, no ranges will be accepted, i.e. 12-14 days.

Will accept VISA purchase card as payment _____ Yes _____ No

DATA SHEETS/SPECIFICATIONS FOR MODELS BEING PROPOSED ARE ATTACHED
Yes _____ No _____

Furnishing all labor, equipment, travel, materials; to include any and all cost for the term of warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

Dated this _____ day of _____, _____
(Month) (Year)

Signature _____

Print _____

Phone: _____ Fax: _____

E-Mail: _____

The Contractor, certifies that the Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid Submittal and certify that I am authorized to sign this Bid for the bidder and that the bidder is in compliance with all requirements of the Bid, including but not limited to, certification requirements. I certify that I have read and agree to all General Conditions:

Authorized Signature(Manual)

Authorized Signature (Printed)

Date

Corporate Seal

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL Attest By: _____
Secretary

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>									
1	2	3	4	5	6	7	8	9	10

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the City:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____) _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____) _____

Secretary

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

PROJECT: FOOTBALL AND CHEERLEADING UNIFORMS

OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

In what State: _____

If Foreign Corporation:

Date of Registration with

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____

2. _____

3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
 - A. List all pending lawsuits:
 - B. List all completed lawsuits:
 - C. List all judgments from lawsuits in the last five years:
 - D. List any criminal violations and/or convictions of the proposer and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated _____, **20**__

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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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 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).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,