

# BID CONTRACT DOCUMENTS FOR:



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ITB #009-16

Uniform Contract

October 2015

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CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

For

## Uniform Contract

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CONSISTING OF:  
BID REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
TECHNICAL SPECIFICATIONS

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KEY WEST, FLORIDA

October 2015

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**PART 1**  
**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the ITB #009-16 UNIFORM CONTRACT, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 3:00 pm on December 10<sup>th</sup> 2015 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “BID FOR” addressed and delivered to the City Clerk at the address noted above.**

The project contemplated consists of providing all materials, equipment and labor necessary to accomplish the following:

- SUPPLY UNIFORMS

Drawings and Specifications may be obtained from Demand Star by Onvia and City of Key West. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

**THE BIDDER MUST HOLD A CITY OF KEY WEST BUSINESS TAX RECEIPT.**

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

#### A. City of Key West Business Tax License Receipt

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the City of Key West will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the City of Key West to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact MARCUS DAVILA, Deputy Director of Community Services, for the City of Key West at 305 747 0163 or madavila@cityofkeywest-fl.gov.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City of Key West Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The City Of Key West may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City Of Key West. (6) If such rejection is in the best interest of the City of Key West. The City of Key West may also waive any minor formalities or irregularities in any bid.

## **INSTRUCTIONS TO BIDDERS**

### **1. CONTRACT DOCUMENTS**

#### **A. FORMAT**

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

#### **B. DOCUMENT INTERPRETATION**

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the City of Key West, in writing (at least 10 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### **2. GENERAL DESCRIPTION OF THE PROJECT**

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

### **3. QUALIFICATION OF CONTRACTORS**

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

### **4. BIDDER'S UNDERSTANDING**

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates,

nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.



C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Anti-Kickback Affidavit  
Public Entity Crimes Form  
Indemnification Form  
City of Key West Business License Tax Receipt  
Local Vendors Form  
Domestic Partnership Affidavit  
Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds (Not required as part of this contract), each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders who's BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred & twenty (120) days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS (Not required as part of this contract)

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds (Not required as part of this contract), and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will be 5 calendar years.

NOTE TO BIDDER: Use preferably BLACK ink for completing this BID form.

**BID**

To: The City of Key West  
Address: 3126 Flagler Street, Key West, Florida 33041  
Project Title: UNIFORM CONTRACT ITB #009-16

Bidder's contact person for additional information on this BID:

Company Name: \_\_\_\_\_

Contact Name & Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond (Not required as part of this contract) and Payment Bond (Not required as part of this contract) required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

## VENDOR Insurance/Indemnity Language

### Insurance

**VENDOR** is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **VENDOR** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$_,000,000	Occurrence/Aggregate

**VENDOR** shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. **VENDOR** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **VENDOR** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **VENDOR** who is performing any labor, services, or material under the Contract. Further, **VENDOR** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, **VENDOR's** Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **VENDOR** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

**VENDOR's** insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

The Bidder hereby acknowledges that he has received Addenda No's. \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are  
hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s)  
includes all impacts resulting from said addenda.

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

**1. BID RESPONSE- PROVIDE WEEKLY UNIFORM RENTAL COST FOR EACH ITEM.**

**Rental Cost per week:**

BID RESPONSE – UNIFORM CONTRACT ITB # 009-16

**RENTAL COST**

FLEET WHITE SHIRT WITH BLUE STRIPES SHORT SLEEVE	\$ _____ EACH
FLEET WHITE SHIRT WITH BLUE STRIPES LONG SLEEVES	\$ _____ EACH
FLEET BLUE PANT	\$ _____ EACH
TRANSIT WHITE SHIRT WITH BLUE STRIPES LONG SLEEVE SHIRT	\$ _____ EACH
TRANSIT WHITE SHIRT WITH BLUE STRIPES SHORT SLEEVE SHIRT	\$ _____ EACH
TRANSIT BLUE LONG PANTS	\$ _____ EACH
TRANSIT SHORTS	\$ _____ EACH
PUBLIC WORKS WHITE SHIRT WITH BLUE STRIPES LONG SLEEVE SHIRT	\$ _____ EACH
PUBLIC WORKS BLUE SHORT SLEEVE SHIRT	\$ _____ EACH
PUBLIC WORKS FLORESCENT YELLOW SHIRT LONG SLEEVE	\$ _____ EACH
PUBLIC WORKS FLORESCENT YELLOW SHIRT SHORT SLEEVE	\$ _____ EACH
PUBLIC WORKS BLUE PANTS	\$ _____ EACH
PUBLIC WORKS LONG PANTS	\$ _____ EACH
FMT INDUSTRIAL WHITE WITH BLUE STRIPES SHIRT	\$ _____ EACH
FMT COTTON 100% SHIRTS	\$ _____ EACH
FMT INDUSTRIAL PANT	\$ _____ EACH
FMT BLUE JEANS	\$ _____ EACH
FOREMAN COLLARED SHIRTS	\$ _____ EACH
FOREMAN BLUE JEANS	\$ _____ EACH

**2. ADDITIVE ALTERNATE:**

Percent of discount for direct catalog item purchase: \_\_\_\_\_ %  
(amount written in words)



List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)


SURETY

\_\_\_\_\_ whose address is

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

\_\_\_\_\_ doing business at

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Signature of Bidder

Title \_\_\_\_\_

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

(SEAL)

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Secretary

### EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERs, and references with phone numbers. Use additional sheets if necessary.

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# ANTI – KICKBACK AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 : SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires:

SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON **PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid or Bid for \_\_\_\_\_  
\_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement \_\_\_\_\_)

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

\_\_\_\_Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

\_\_\_\_\_  
(Date)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



# CITY OF KEY WEST

## INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the “indemnitees”) from any and all liability for damages, including, if allowed by law, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee’s gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

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

**CONE OF SILENCE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2016.

\_\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

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

## **BIDDER'S CHECKLIST**

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

- |    |  |        |
|----|--|--------|
| 1. | All Contract Documents thoroughly read and understood.   | [    ] |
| 2. | All blank spaces in Bid filled in, using black ink.  | [    ] |
| 3. | Total and unit prices added correctly and attached Schedule of Values  | [    ] |
| 4. | Addenda acknowledged.  | [    ] |
| 5. | Experience record included   |        |
| 6. | Bid signed by authorized officer.  | [    ] |
| 7. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.  | [    ] |
| 6. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [    ] |
| 7. | BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid.              | [    ] |
| 8. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.  | [    ] |

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## **PART 2**

### **CONTRACT FORMS**

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## CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016,

by and between the City of Key West , hereinafter called the "Owner", and \_\_\_\_\_

\_\_\_\_\_

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #009-16, UNIFORM CONTRACT, Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS (Not required as part of this contract), SUMMARY OF WORK, SPECIFICATIONS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work FOR 5 YEARS and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

\_\_\_\_\_ Day of \_\_\_\_\_, A.D., 2016.

CITY OF KEY WEST

By\_\_\_\_\_

Title\_\_\_\_\_

CONTRACTOR

By\_\_\_\_\_

Title\_\_\_\_\_

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## **PART 3**

### **CONDITIONS OF THE CONTRACT**

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## **Article**

### **DEFINITIONS**

1. AS APPROVED
2. AS SHOWN, AND AS INDICATED
3. BIDDER
4. CONTRACT DOCUMENTS
5. CONTRACTOR
6. CONTRACT COMPLETION
7. DAYS
8. DRAWINGS
9. ENGINEER
10. NOTICE
11. OR EQUAL
12. OWNER
13. PLANS
14. SPECIFICATIONS
15. NOTICE TO PROCEED
16. SUBSTANTIAL COMPLETION
17. WORK

### **CONTRACT DOCUMENTS**

18. INTENT OF CONTRACT DOCUMENTS
19. DISCREPANCIES AND OMISSIONS
20. CHANGES IN THE WORK
21. EXAMINATION AND VERIFICATION  
OF CONTRACT DOCUMENTS
22. DOCUMENTS TO BE KEPT  
ON THE JOBSITE
23. ADDITIONAL CONTRACT  
DOCUMENTS
24. OWNERSHIP OF CONTRACT  
DOCUMENTS

### **THE ENGINEER**

25. AUTHORITY OF THE ENGINEER
26. DUTIES AND RESPONSIBILITIES  
OF THE ENGINEER
27. LIMITATIONS ON ENGINEER'S  
RESPONSIBILITIES
28. REJECTED WORK
29. LINES AND GRADES
30. SUBMITTALS
31. DETAIL DRAWINGS AND  
INSTRUCTIONS

## **THE CONTRACTOR AND HIS EMPLOYEES**

32. CONTRACTOR, AN INDEPENDENT  
AGENT
32. (a) ASSIGNMENT OF CONTRACT
33. SUBCONTRACTING
34. INSURANCE AND LIABILITY
  - A. GENERAL
  - B. CONTRACTOR AND SUB-  
CONTRACTOR INSURANCE
  - C. COMPENSATION AND EMPLOYER'S  
LIABILITY INSURANCE
  - D. GENERAL LIABILITY INSURANCE  
(INCLUDING AUTOMOBILE)
  - E. BUILDER'S RISK ALL RISK  
INSURANCE
  - F. NO PERSONAL LIABILITY OF  
PUBLIC  
OFFICIALS
35. INDEMNITY
36. EXCLUSION OF CONTRACTOR CLAIMS
37. TAXES AND CHARGES
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AND LICENSES
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43. PROTECTION OF WORK AND  
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IN AN EMERGENCY
45. MATERIALS AND APPLIANCES
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MANUFACTURERS'  
COMPLIANCE WITH STATE SAFETY,  
OSHA AND OTHER CODE  
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47. SUBSTITUTION OF MATERIALS
48. TESTS, SAMPLES, AND

OBSERVATIONS

- 49. ROYALTIES AND PATENT
- 50. CONTRACTOR'S RIGHT TO  
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- 51. CORRECTION OF DEFECTIVE WORK  
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**PROGRESS OF THE WORK**

- 52. BEGINNING OF THE WORK

**Article**

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- 61. OTHER CONTRACTS
- 62. USE OF PREMISES
- 63. SUBSTANTIAL COMPLETION DATE
- 64. PERFORMANCE TESTING
- 65. OWNER'S USE OF PORTION OF THE  
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- 66. CUTTING AND PATCHING
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- 54. PROSECUTION OF THE WORK
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EMPLOYMENT
- 58. DELAYS AND EXTENSION OF TIME
- 59. DIFFERING SITE CONDITION



## **DEFINITIONS**

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

### **1. AS APPROVED**

The words “as approved”, unless otherwise qualified, shall be understood to be followed by the words “by the ENGINEER for conformance with the Contract Document”.

### **2. AS SHOWN, AND AS INDICATED**

The words “as shown” and “as Indicated” shall be understood to be followed by the words “on the Drawings”.

### **3. BIDDER**

The person or persons, partnership, firm, or corporation submitting a Bid for the work contemplated.

### **4. CONTRACT DOCUMENTS**

The “Contract Documents” consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings, all modifications thereof incorporated into the Documents before their execution, Change Orders, and all other requirements incorporated by specific reference thereto. These form the Contract.

### **5. CONTRACTOR**

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the OWNER.

### **6. CONTRACT COMPLETION**

The “Contract Completion” is the date the OWNER accepts the entire work as being in compliance with the Contract Documents, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article, “Final Payment” of these General Conditions.

### **7. DAYS**

Unless otherwise specifically stated, the term “days” will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

### **8. NOTICE**

The term “notice” or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended.

Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

## **9. OR EQUAL**

The term “or equal” shall be understood to indicate that the “equal” Product is equivalent to or better than the Product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the Project design requirements will be made by the ENGINEER. Such equal Products shall not be purchased or installed by the CONTRACTOR without written authorization.

## **10. OWNER**

The person, organization, or public body identified as such in the Contract Documents.

## **11. SPECIFICATIONS**

The term “Specifications” refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards, and workmanship as applied to the work and certain administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

## **12. NOTICE TO PROCEED**

A written notice given by the OWNER to the CONTRACTOR fixing the date on which the Contract time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the OWNER.

## **13. WORK**

The word “work” within these Contract Documents shall include all material, labor, and all machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good Practice to Provide a complete and satisfactory system or structure. As used herein, “Provide” shall be understood to mean “furnish and install, complete in-place “.

## **CONTRACT DOCUMENTS**

## **14. INTENT OF CONTRACT DOCUMENTS**

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or

equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Invitation to Bid, except as may be otherwise specifically stated. However, no Provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or any of their consultants, agents, or employees from those set forth in the Contract Documents.

## **16. DISCREPANCIES AND OMISSIONS**

In resolving inconsistencies among two or more sections of the Contract Documents, Precedence shall be given in the following order:

- A. CONTRACT
- B. BID
- C. SUPPLEMENTARY CONDITIONS
- D. INVITATION TO BID
- E. INSTRUCTIONS TO BIDDERS
- F. GENERAL CONDITIONS
- G. SPECIFICATIONS

Addenda shall take Precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

## **17. CHANGES IN THE WORK**

The OWNER, without notice to the Sureties and without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated Profits.

## **18. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS**

The CONTRACTOR shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the CONTRACTOR from the obligations of this Contract. No verbal agreement or conversation with any officer, agent, or

employee of the OWNER or with the ENGINEER either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

## **21. REJECTED WORK**

Any defective work or nonconforming materials that may be discovered at any time prior to expiration of the warranty period shall be removed and replaced by work which shall conform to the Provisions of the Contract Documents.

## **22. CONTRACTOR, AN INDEPENDENT AGENT**

The CONTRACTOR shall independently perform all work under this Contract and shall not be considered as an agent of the OWNER or of the ENGINEER, nor shall the CONTRACTOR's SUBCONTRACTORS or employees be subagents of the OWNER or of the ENGINEER.

## **23. (a.) ASSIGNMENT OF CONTRACT**

Assignment of any part or the whole of this Contract shall be subject to review and approval of the City Commission.

## **24. INSURANCE AND LIABILITY**

### **A. GENERAL**

The CONTRACTOR shall provide (from insurance companies acceptable to the OWNER) the insurance coverage designated hereinafter and pay all costs before commencing work under this Contract. The CONTRACTOR shall furnish the OWNER with certificates of insurance specified herein showing the type, amount class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

“The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days' written notice has been received by the OWNER.”

In case of the breach of any Provision of this Article, the OWNER, at his option, may take out and maintain, at the expense of the CONTRACTOR, such insurance as the OWNER may deem Proper and may deduct the cost of such insurance from any monies which may be due or become due the CONTRACTOR under this Contract.

### **B. CONTRACTOR AND SUBCONTRACTOR INSURANCE**

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

### **C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The CONTRACTOR shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the Project under this Contract. In case any such work is subcontracted, the CONTRACTOR shall require the SUBCONTRACTOR to provide similar Workmen's Compensation and Employer's Liability Insurance for all of the SUBCONTRACTOR's employees to be engaged in such work.

### **D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)**

The CONTRACTOR shall maintain during the life of this Contract such general liability, completed operations and Products liability, and automobile liability insurance as will Provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for Property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the CONTRACTOR under Article **INDEMNITY**. Coverage for Property damage shall be on a "broad form" basis with no exclusions for "X, C & U". The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event any work under this Contract is performed by a SUBCONTRACTOR, the CONTRACTOR shall be responsible for any liability directly or indirectly arising out of the work performed by the SUBCONTRACTOR; to the extent such liability is not covered by the SUBCONTRACTOR's insurance.

The OWNER and their officers, agents, and employees shall be named as Additional Insured's on the CONTRACTOR's and any SUBCONTRACTOR's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

### **E. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the Provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

## **25. INDEMNITY**

To the maximum extent permitted by law, the CONTRACTOR shall indemnify and defend the OWNER and their officers, employees, agents, and sub-consultants, from all claims and losses, including attorney's fees and litigation costs arising out of Property losses or health, safety, personal injury, or death claims by the CONTRACTOR, its SUBCONTRACTORS of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the OWNER excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the OWNER or the and regardless of whether or not the CONTRACTOR is or can be named a party in a litigation.

## **26. TAXES AND CHARGES**

The CONTRACTOR shall withhold and pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment



Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

## **27. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS**

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their Provisions throughout the performance of the Contract.

## **28. CODES, ORDINANCES, PERMITS AND LICENSES**

The CONTRACTOR shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The CONTRACTOR shall at all times comply with said codes and ordinances, laws, and regulations, and Protect and indemnify the OWNER, and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for Prosecution and completion of the work shall be secured and paid for by the CONTRACTOR, unless otherwise specified.

## **29. SAFETY**

The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and Property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety Provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The CONTRACTOR's failure to thoroughly familiarize himself with the aforementioned safety Provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety Program that will effectively incorporate and implement all required safety Provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety Program. The CONTRACTOR, as a part of his safety Program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as Prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the Procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the OWNER

## **30. PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall at all times safely guard and Protect from damage the OWNER's Property, adjacent Property, and his own work from injury or loss in connection with this Contract. All facilities required for Protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

The CONTRACTOR shall Protect his work and materials from damage due to the nature of the work,

the elements, carelessness of other CONTRACTORS, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the Prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR.

### **31. MATERIALS AND APPLIANCES**

Unless otherwise stipulated, the CONTRACTOR shall Provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the Project, the OWNER and ENGINEER assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

### **32. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS**

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed (including OWNER-furnished equipment) in compliance with these requirements. CONTRACTORS and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. CONTRACTORS shall notify all equipment suppliers and SUBCONTRACTORS of the Provisions of this Article.

### **33. SUBSTITUTION OF MATERIALS**

Except for OWNER-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, Product, fixture, form, type of construction, or Process is indicated or specified by patent or Proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or Process desired. This Procedure is not to be construed as eliminating from competition other Products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The CONTRACTOR may, in such cases, submit complete data to the ENGINEER for consideration of another material, type, or Process that shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The ENGINEER will be the sole judge of the substituted article or material.

### **34. TESTS, SAMPLES, AND OBSERVATIONS**

The CONTRACTOR shall furnish, without extra charge, the necessary test pieces and samples,

including facilities and labor for obtaining the same, as requested by the OWNER. When required, the CONTRACTOR shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

### **35. ROYALTIES AND PATENTS**

The CONTRACTOR shall pay all royalty and licenses fees, unless otherwise specified. The CONTRACTOR shall defend all suits or claims for infringement of any patent rights and shall save the OWNER and the ENGINEER harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

## **PAYMENT**

### **A. UNIT PRICES**

Those unit Prices stipulated in the Bid shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original bid quantity. Unit Prices for new items included in the Change Order shall be negotiated and mutually agreed upon.

### **B. LUMP SUM**

A total lump sum for the work negotiated and mutually acceptable to the CONTRACTOR and the OWNER. Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and Profit, all calculated as specified under "C" below.

### **C. COST REIMBURSEMENT WORK**

If the method of payment cannot be agreed upon Prior to the beginning of the work, and the OWNER directs by written Change Order that the work be done on a cost reimbursement basis, then the CONTRACTOR shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or his SUBCONTRACTOR.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100. Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.
4. Additional bond, as required and approved by the OWNER.

5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

In addition to items 1 through 5 above, an added fixed fee for general overhead and Profit shall be negotiated and allowed for the (or approved SUBCONTRACTOR) actually executing the Cost Reimbursement work.

An additional fixed fee shall be negotiated and allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by a SUBCONTRACTOR of a SUBCONTRACTOR, unless by written permission from the OWNER.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, Profit, and any other general expense. The CONTRACTOR's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The CONTRACTOR shall furnish the ENGINEER report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, SUBCONTRACTOR or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the CONTRACTOR or his authorized agent.

The OWNER reserves the right to furnish such materials and equipment as he deems expedient and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the CONTRACTOR shall submit to the ENGINEER, detailed and complete documented verification of the CONTRACTOR's and any of his SUBCONTRACTORS' actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

## **E. PAYMENT**

45 Day Terms of receipts and invoices

## **37. NO WAIVER OF RIGHTS**

Neither the inspection by the OWNER, through the ENGINEER or any of his employees, nor any order by the OWNER for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the OWNER or ENGINEER, nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any Provision of this Contract, or any power herein reserved to the OWNER, or any right to damages herein Provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the OWNER's rights under the warranty.

## **SUPPLEMENTARY CONDITIONS**

The General Conditions are hereby revised as follows:

### ARTICLE 9 “ENGINEER”

The person or organization identified as such in the Contract Documents. The Term “ENGINEER” means “OWNER” or his authorized representative.

#### G. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida. If requested, Contractor shall Provide Proof of Florida Licensure for all insurance companies. The City of Key West shall be named as Additional Insured on the insurance certificates.

### ARTICLE 35 “INDEMNITY”

Delete Article “INDEMNITY” in its entirety and substitute the following:

#### INDEMNITY

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the “indemnitees”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the VENDOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of VENDORS’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the VENDORS under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the VENDOR or of any third party to whom VENDOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

### ARTICLE 39 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

#### C. "LICENSES"

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## **PART 4**

### **SUMMARY OF WORK**

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## **SCOPE OF WORK**

### 1.0 SCOPE OF WORK

These specifications establish the minimum requirements for this solicitation for the City of Key West. Uniforms are required for approximately 100 city employees. The general break-out is as follows:

**Community Services Department:**

Labor (work shirts & pants)- 70 employees

Supervisors (collared shirts & jeans)- 8 employees

**Department of Transit:**

Labor (work shirts & pants)- 30 employees

Supervisors (collared shirts & jeans)- 3 employees

Bidder is responsible to contact the various departments in order to determine composition of uniforms.

### 2.0 REQUIREMENTS

Bidders shall:

- A.
  1. Provide online account access to include:
  2. Individual Using Agency Designee access
  3. Whole Account Management access that includes all user accounts

### 3.0 SERVICE TYPES

#### A. RENTAL SERVICE

1. All items will be laundered, pressed (if appropriate or requested), repaired, maintained and replaced by the Contractor.
2. Replacement costs for worn or damaged items shall be borne by the Contractor.
3. There shall be weekly pickup and delivery of the same items laundered and pressed.
4. Most employees will have a set of eleven (11) uniforms that include shirts, pants and/or shorts. Other quantities and mixing of shirt types and pants and shorts types may be chosen by Using Agency and shall be acceptable to the Contractor.

#### B. DIRECT PURCHASE

All items listed shall be made available for purchase. Laundering, repair, maintenance and replacement of the items purchased are at the cost and the responsibility of the Using Agency or employee.

#### 4.0 ITEMS

All clothing items shall be available in both men's and women's styles and sizes.

##### A. WORK AND DRESS TYPE SHIRTS

All button down work and dress type shirts shall be available in:

1. WHITE WITH BLUE STRIPS AND FLUORESENT YELLOW SHIRTS
2. Sizes small to 4-extra large
3. Short sleeve and long sleeve styles
  - a. 65% poly/35% cotton; 4.25oz-
  - b. 4.5oz 60% poly/40% cotton;
  - c. 100% cotton; 5oz FLAME – RESISTANT LONG SLEEVE ARC RATING

##### B. POLO TYPE SHIRTS

All polo type shirts shall be available in:

1. Various Colors
2. Sizes shall go to 4-extra large
  - a. 50% poly/50% cotton
  - b. 100% cotton

##### C. WORK AND DRESS TYPE PANTS

All work and dress type pants shall be available in:

1. BLUE
2. Waist sizes 28 –56, various inseam lengths
3. Women's sizes'4-22, various inseam lengths
  - a. 65% poly/35% cotton;
  - b. 7.75oz. 100% cotton;
  - 8.5oz

##### D. SHORTS

All shorts shall be available in:

1. BLUE
2. Men's waist sizes 28-56, various inseam lengths
3. Women's sizes 4-22, various inseam lengths
  - a. 65% poly/35% cotton; 7.75oz
  - b. 100% cotton; 8.5oz

##### E. JEANS

All jeans shall be available in:

1. Prewashed Denim and Indigo Denim
2. 100% cotton; 12oz or 14 oz.
3. Relaxed fit
4. Five jean style pockets



5. Two-needle felled seam construction
6. Men's waist sizes 28 – 56, various inseam lengths
7. Women's sizes 4 – 22, various inseam lengths

#### F. OTHER ITEMS

Quantities, sizes, and colors of all items listed below are to be determined: Track Control Mats Various colors  
 Sizes 3' X 4'; 4' X 6'; and 3' X 10'  
 Track Control Mats with logo in various colors  
 Sizes 3' X 4'; 4' X 6'; and 3' X 10'  
 Scrapper Mats  
 Sizes 3' X 5' and 4' X 6'  
 Anti-Fatigue Comfort Flex Mat  
 Sizes 2' X 3' and 3' X 5'  
 Confort Flow Anti-Fatigue Comfort Flex Mat  
 Sizes 3' X 5'  
 Shop Towels  
 18"X 18"; 100% cotton (lint and  
 oil free) Shop Towel  
 18"X 18"; 100% cotton (print shop)  
 Fender Cover  
 36"X 54"; 50% poly/\$0% cotton

#### G. MEASUREMENTS AND FITTINGS

1. It shall be the responsibility of the Contractor to measure each employee to ensure proper fit.
2. Measurements shall be completed within thirty (30) days from notification of award.  
 Measuring *shall* include physical measurement taken by the Contractor and shall include trying on sample uniforms of the exact type and size of that being ordered.
3. Location for measuring is at the discretion of each Using Agency.
4. No verbal measurements will be acceptable.
5. Uniforms that do not fit properly will not be accepted and shall be replaced by the Contractor at no cost to the Using Agency.
6. Normal working hours varies by Using Agency and no measuring shall be done outside normal working hours.

#### H. REPAIRS

1. Repairs for rented or leased items (Zippers, buttons, split seams, rips, tears, etc.) shall Be the responsibility of the Contractor.
2. It is the responsibility of the Using Agency or employee to tag each repair with a completed service request tag, provided by the Contractor.
3. All items shall be submitted with the weekly rental service and repaired or replaced by the next delivery.
4. Should the repair not be completed within a one (1) week time frame, the

charge for that item will be deducted from the invoice until said repairs are accomplished.

L. REPLACEMENTS

1. The Contractor shall replace at a minimum, any and all worn, torn or faded items on an as need basis and at the sole discretion of the Using Agency.
2. Replacement costs shall be borne by the Contractor.
3. All items to be replaced shall be returned to the Contractor.
4. Failure to replace any item within 30 days, as stated above, shall constitute a breach of contract on the part of the Contractor and shall be grounds for termination of said contract.

J. DEFECTS

1. The items provided by the Contractor during initial start-up shall be new and free from defects.
2. After initial start-up, any defective item shall be replaced at no additional cost to the Using Agency with new item.

K. COLORS

1. Colors shall be chosen from the manufacturer's standard colors by each Using Agency
2. The mixing of colors of items for a single Using Agency and/or employee may be chosen by a Using Agency and shall be acceptable to the Contractor.

L. LAUNDERING REQUIREMENTS

1. Items shall be laundered to the highest industry standards with hypoallergenic detergents, neatly pressed (if required) and returned to each Using Agency each week. If possible the detergents should be green and environmentally friendly: biodegradable, phosphate free and made from renewable resources.
2. Items that have stains such as grease, oil, paint, dirt, etc. require removal of stain.
3. It shall be the employee's choice if there is to be starch used.
4. Items with excessive spots or stains shall be replaced with a new garments and at no extra cost, at the discretion of the Using Agency.

M. DISCONTINUED STYLES

1. Should a style be discontinued during the contract period, the Contractor shall locate and recommend a comparable style to the Using Agency within five (5) working days after notification of discontinued style.
2. A sample may be requested before final approval.

N. SPECIALIZED GARMENTS

1. It shall be the responsibility of the Contractor to provide garments for all employees.
2. If an employee cannot wear the style or standard sizes known 'within the industry, the Contractor shall provide garments, as needed, from another source.
3. The Using Agency shall approve all special sized garments and any additional cost incurred to obtain them.

O. LOST ITEMS

1. Any item not returned the following week shall be considered as **missing** and so noted. On the pick-up / delivery sheet. All items not so noted shall be 'considered as returned by the Contractor.
2. Any item not returned within two (2) weeks after being picked up shall be considered lost and the Contractor shall replace it upon the next delivery.
3. Items lost by a Using Agency will be replaced by Contractor at the Using Agency's expense and per the amortization schedule.
4. The Using Agency shall assume responsibility for documenting losses.

P. PICK-UP AND DELIVERY

1. Pick-up and delivery shall be made one (1) time per week.
2. The location, day and estimated time shall be agreed upon by the Contractor and Using Agency.
3. The agreed upon location, day and estimated time (under normal circumstance) *shall* not change without prior mutual agreement
4. Deliveries shall be made between the hours of 7:00a.m. and 4:00p.m. except on Saturdays, Sundays, holidays or when the Using Agency or location is closed.
5. Holidays or a change in work hours may cause the pick-up and delivery day to change temporarily.
6. Each pick-up delivery location shall have a designee who will be at that location during each physical pick-up and delivery.
7. Drivers shall clear all pick-ups and deliveries with each designee upon pickup and delivery. Both the designee and the driver must sign all pickup/delivery slips to confirm their accuracy.
8. Items returned each week must equal the number of items picked up.
9. Shortages must be noted on the delivery sheet at the time of delivery.
10. Uniforms not returned by the Contractor from the preceding week shall be deducted from the invoice
11. Upon the Using Agency's request, the Contractor may be required to provide a weekly count on all items.
12. The Using Agency has 48 hours to call in any discrepancies in the Uniform delivery.
13. Uniforms for employees shall be clipped together and labeled with the employee's Name.
14. Delivery tickets shall accompany each weekly delivery and shall include, but not Limited to, the employee's name, identification number, garment inventories, sizes, soil pickup and clean delivery amounts.

Q. NEW EMPLOYEES

1. All new employees shall be measured for uniforms within two (2) working days of notification.
2. New employees shall be measured at a location of the Using Agency's choice.
3. Delivery shall be within two (2)

R. CREDIT FOR UNIFORMS FOR EMPLOYEES ON  
LEAVE

1. When an employee is on leave in excess of ten (10) working days, charges shall be suspended if the Contractor has been given five working days' notice.
2. In the event of an unforeseen leave situation, an employee can give five (5) working days' notice to the Contractor upon realization that the employee will be out for ten (10) working days or more.
3. The Contractor will charge the employee for uniforms through the five (5) day notice period only. Uniforms will not be delivered to employees on leave until written notice of return to work is received. Said notice will be given at least five (5) working days prior to the employee's return to work.

S. PATCHES AND LOGOS

The Contractor shall provide two (2) patches and/or logos per shirt (unless otherwise stated by The Using Agency). The patch and/or logo shall:

1. Be made of twill material.
2. Be attached to the uniform shirt by stitching only.
3. Be designed and located per each Using Agency's instructions.
4. Shall be approved by each Using Agency prior to use.
5. Be removed when garment is no longer in service by the Using Agency.
6. Patch with the name should be 1in tall by 3 ½ long, patch with community services should be 1/12 tall by 4 ½ long.

T. SUBMITTALS

Contractor shall provide the following with the bid response:

1. CATALOGS

The balance of the product line shall be made available and will be used for both lease and purchased items.

- a. Submit two (2) catalogs with the bid package for this purpose.
- b. Contractor shall supply catalogs after award to each Using Agency.

2. SAMPLES:

- a. Sample swatches must be included with the bid response.
- b. Required sample swatches should be 4"X4" of fabric and colors available for each Item being bid.
- c. Each sample shall be labeled with bidder's name, bid number and bid

U. TERMINATION

1. This Agreement may be terminated with or without cause by CITY at any time.



