

Uniform Rentals and Services



Bid No.: 11-17-06

Project Name: Uniform Rental & Services

Contracting Agency: City of Green Cove Springs

Address: 321 Walnut Street
Green Cove Springs, FL 32065

Telephone: (904) 297-7500 ext. 3323

Email: bids@greencovesprings.com

Uniform Rental and Services

BID NO. 11-17-06 GREEN COVE SPRINGS, FLORIDA

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BID ADVERTISEMENT

Sealed bids will be received by the City of Green Cove Springs, Attn: Lauren Fitzgerald, 321 Walnut Street, Green Cove Springs, Florida 32043, until, **10:00 a.m. local time, December 18, 2017** at which time the bids will be publicly opened and read aloud, for the following City of Green Cove Springs project: **Bid No. 11-17-06, Uniform Rental and Services.**

Proposals shall comply with the conditions, instructions, specifications and terms as described in the bid package. Bids shall be mailed or delivered in person to City Hall, Attn: Lauren Fitzgerald, 321 Walnut Street, Green Cove Springs, Florida 32043. Faxed, electronic, telephonic, or oral transmittals will not be accepted. Any bid received after the designated closing time will be immediately rejected. Bids shall be sealed in an envelope and plainly marked: **Bid No. 11-17-06, Uniform Rental and Services.**

Bidders are expected to fully inform themselves of the requirements of the specifications. Failure to do so is at the Bidder's risk. Bidders will not secure relief on the plea of error or misunderstanding.

Bidders agree by signing and delivering a bid proposal to the acceptance of all terms, conditions and specifications of the bid package. **Bids are valid for a period of 60 calendar days after date of opening.**

Bidders declare that the only persons or parties interested in their bid are those named on the Bid Proposal Form. They state that their bid is in all respects fair and without fraud and without collusion with any official, agent, or employee of the City or anyone submitting another bid.

The City reserves the right to require the successful bidder to execute an agreement incorporating all bid documentation, and which contains standard provisions for default, bid security, attorney fees, termination, remedies, jurisdiction and other conditions deemed legally appropriate by the City. It is the desire of the City to enter into an agreement to complete this singular project.

The City reserves the right to accept or reject any or all bids in whole, or any part thereof, waive any or all irregularities, and award the bid to the responsible bidder determined to represent the City's best interests.

Bid packages may be obtained at www.greencovesprings.com or by calling Lauren Fitzgerald at City Hall, phone (904) 297-7500, ext. 3323.

By: Lauren Fitzgerald
Assistant Finance Director

November 23, 2017

THE CITY OF GREEN COVE SPRINGS IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL BIDDING PROVISIONS

INCLUSION OF INVITATION TO BID

Invitation to Bid, as advertised, shall be considered an inclusion of the specifications and contract conditions.

TERMS

Companies submitting a response to this bid will be referred to herein as “Bidder.” The City of Green Cove Springs will be referred to herein as “City,” “Owner” and/or “City of Green Cove Springs.”

PREPARATION OF FORMS

Bid proposals are accepted only on the Proposal Form provided by the City. Bidders should submit all signatures, information and figures in black or blue ink or typewritten only. Figures written in pencil or any erasures are unacceptable, however, mistakes crossed out and corrections inserted adjacent thereto, initialed in ink, by the person signing the proposal are acceptable. In case of any discrepancies between the unit prices quoted and extensions, the unit price shall prevail.

DATE AND RECEIPT OF BIDS

Formally advertised bids indicate a time and date for receipt of bids. Responses are date stamped upon receipt, those received after the scheduled closing time will be immediately returned unopened to the bidder.

EXCEPTIONS TO BID

Bidders are advised to list any exceptions to the conditions, specifications or terms of this bid on the Clarifications & Exceptions form provided. The City reserves the right to accept or reject any or all clarifications and/or exceptions noted thereon. If no clarifications or exceptions are stated it is mutually understood that all general and specific conditions are accepted.

WITHDRAWAL OF BID

Bidders may request withdrawal of their sealed proposal prior to the scheduled bid opening time via written request to Lauren Fitzgerald, Assistant Finance Director. After being opened in public at the designated time, bids are valid for 60 calendar days and may not be withdrawn during that time.

REJECTION OF BID

The City reserves the right to reject any or all bids in whole or any part thereof for any reason deemed solely by the City to be in its best interests.

INCONSISTENCIES IN CONDITIONS

In the event of inconsistencies between the General Bidding Provisions and other bid terms or conditions contained herein, the former will take precedence.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be posted to the City website on the “Bid & Notification” page. Interpretations, corrections, and changes shall not be binding unless made by addendum. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. All addenda issued shall become part of the contract documents. It is the Bidder’s responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged on the Proposal Form within this bid.

DISQUALIFICATION OF BIDDER

Bidders in litigation with the City will be disqualified from bidding.

Bidders may be disqualified as non-responsive and rejection of proposals may be recommended to the City for any of (but not limited to) the following causes:

1. Failure to use the Proposal Form furnished by the City.
2. Lack of signature by an authorized representative on the Proposal Form.
3. Failure to properly complete the Proposal Form; provide a Bid Bond or Cashiers Check (if required) or to provide requested data or information.
4. Evidence of collusion among proposers.
5. Unauthorized alteration of the bid forms. The City reserves the right to waive any minor informality or irregularity.
6. Lack of responsibility as shown by past work from the standpoint of quality, progress, and financial ability.

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to fulfill the bid obligation. The City reserves the right to reject any bid if information submitted by or investigation of such Bidder fails to satisfy the Owner that the Bidder is responsible and otherwise properly qualified to carry out the obligations of the bid and/or contract.

BRAND NAMES OR EQUAL

Whenever in this invitation any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording is

intended to facilitate description of the material, process and/or equipment desired and will be deemed to be followed by the words, “or equal”.

Proof satisfactory to the City must be provided by the bidder to show that the alternative product is, in fact, equal to the product required in the Specifications. Complete technical data and brochures necessary for proper evaluation of such product shall be submitted with the proposal. The City has sole discretion to make the determination as to whether the alternative product is, in fact, equal to the product required in the specifications. Such decision is final. No substitution will be considered after contract award unless specifically allowed by the contract documents.

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, interest in or to the same or any part thereof, without previous written consent of the City and any sureties.

TAXES

The City is exempt from all State Retail Tax and Federal Excise Tax. The price(s) bid must be net, exclusive of taxes.

TIES FOR LOWEST BID

Should there be a tie for the lowest responsive and responsible bid, normally quickest delivery or completion time will be used to break the tie. If such also results in a tie, or cannot be discerned as a tie-breaker, the Assistant Finance Director may advise the lowest bidders of the situation in writing, and then allow them to submit revisions within hours, as determined by the Assistant Finance Director. In such event e-mail revisions may be accepted which do not exceed their original price or term. If a tie remains, a coin toss may be used.

FEDERAL, STATE, LOCAL LAWS

All bidders shall comply with all Federal, State and local laws relative to conducting business in Clay County including, but not limited to, licensing, labor and health laws. The laws of the State of Florida will govern as to the interpretation, validity, and effect of this bid, its award and any resulting contract entered into.

COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void. Advanced disclosures of any information to any bidder which gives him any advantage over any other interested bidder in advance of the bid opening, whether in response to advertising or an informal request for bids made or permitted by a member of the City Council or any employee or representative thereof, will void all aspects of that bid solicitation.

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each bidder shall submit their bid on the Proposal Form enclosed herewith. The bidder shall sign the Proposal Form and provide all information requested thereon, except if otherwise stated within this Bid Package. Proposals having any omissions, alterations of form, additions not provided for or conditional bid or irregularities of any kind may constitute the basis for rejection of the bid at the City's sole discretion. No changes in phraseology of forms will be allowed and any such occurrence will result in rejection of the proposal.

MAILING, RECEIPT, OPENING AND VALIDITY OF BIDS

Proposals shall be submitted in a sealed envelope, with the bidder's name on the outside and marked as to indicate the contents without being opened.

ALL BIDS MUST BE SEALED & DELIVERED OR MAILED TO:

CITY OF GREEN COVE SPRINGS
321 WALNUT ST.
GREEN COVE SPRINGS, FL 32043
ATTENTION: LAUREN FITZGERALD

Proposals will be opened in the City Hall Council Chambers, 321 Walnut Street, Green Cove Springs, FL 32043, and read aloud on the date and time specified in the advertisement notice. Bidders and/or representatives are invited to attend.

Bids received after the scheduled opening time are ineligible for consideration and will be immediately returned to the bidder. Bids are valid and may not be withdrawn for a period of 60 calendar days after opening.

RETURN OF BID PACKAGE

Bidders shall use and return only the forms of information requested. Any substitution of the provided forms to be returned shall constitute grounds for rejection of their bid. One original and two copies must be submitted on or before the submittal deadline. Bidders shall submit one original marked "ORIGINAL" and one copy.

Submittal deadline: 10:00 a.m., December 18, 2017

Please label sealed envelope: **Bid No. 11-17-06, Uniform Rental and Services**

The bidder has the sole responsibility to have the response received by the City of Green Cove Springs at the above address and by the submittal deadline. Please note the City is not responsible or liable for the U.S. Postal Service or any other type of private postal or parcel carrier.

OBLIGATION OF BIDDER

At the time of bid opening, bidders will be presumed to have read and be thoroughly familiar with all contract documents and specifications and the local conditions and to have visited or inspected the project site, if applicable. Failure or omission of any bidder to examine any form, instrument condition, or document and to have visited or inspected the project site shall in no way relieve him of any obligation to enter into a contract and provide delivery in strict accordance with this Bid Invitation, nor shall such failure or omission constitute the basis for an adjustment in contract price. Bidder has correlated its personal observations with the requirements of the proposed contract documents.

PROPOSAL FORM COMPLETION

Bidder must use the enclosed Proposal Form. All items must be completed. The City reserves the right to award separately or as deemed in the best interest of the City. Each space on the Proposal Form must be completed, as requested, with no alternatives presented, except as specifically provided for. Totals will be calculated as forty (40) multiplied by the weekly standard uniform price given and five (5) multiplied by the weekly supervisor uniform price given. Bid award will be based on the total of weekly standard uniform price plus weekly supervisor uniform price. The Proposal Form shall be typed or written legibly by pen and must be signed by an authorized representative.

PRICE DISCREPANCIES

In the event there are unit price items in a proposal schedule and the “amount” indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of the prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections.

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to fulfill the bid obligation. The City reserves the right to reject any bid if information submitted by or investigation of such Bidder fails to satisfy the Owner that the Bidder is responsible and otherwise properly qualified to carry out the obligations of the bid and/or contract.

BID SECURITY, RECEIPT AND RETURN POLICY

No bid bonds are required for this bid invitation.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

N/A

TIME OF COMPLETION

Bidder agrees that time is of the essence in connection with performance, delivery, and/or the services of this contract.

SECURITY FOR FAITHFUL PERFORMANCE (BONDING REQUIREMENTS)

Bidders are advised that payment and performance bonds with a surety acceptable to the City shall be provided to the City, if required, upon receipt of a signed contract or purchase order for faithful delivery or performance of items or services as stated in this Bid Invitation. Performance bonds shall include provisions for the City's delay or liquidated damages.

POWER OF ATTORNEY

The Attorney-in-fact who signs bid bonds or contract bonds shall file with each bond a certified and effectively dated copy of his Power of Attorney.

LAWS AND REGULATIONS

All applicable Federal, State and local laws, ordinances, regulations and rules of all authorities having jurisdiction over construction of this project shall apply to the contract throughout. They shall be deemed to be included in the contract the same as though herein written out in full.

PUBLIC RECORDS LAW – Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

BIDDER, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the BIDDER in conjunction with this Contract. Specifically, the BIDDER must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the BIDDER.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the City for all public records in possession of the BIDDER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The BIDDER shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the BIDDER and shall promptly provide the City a copy of the BIDDER'S response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the City.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE BIDDER CAN DEMONSTRATE BY CLEAR AND CONVINCING

EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

CITY'S RIGHT TO REJECT BIDS

The Owner reserves the right to reject all proposals, to reject any single proposal failing to comply with the terms and conditions of the bids forms, and to waive irregularities and informalities. No bid shall be considered that fails to comply with the conditions, terms, or minimum specifications as stated in the bid forms or procedures for submittal of bids as authorized in the official advertisement notice and/or other documents pertaining to the bid as authorized by the City.

AWARD OF BID TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

Subject to the City's right to reject bids, and if the bid is reasonably the lowest responsive and responsible, recommendation for award to bidder will be made to the City Council. A contract will only be entered into with responsible bidders, qualified by experience and financial ability to do the work and/or supply service or materials.

WRITTEN ADDENDA TO BID

Written addenda issued by the City prior to the bid opening shall be binding as if initially written into the Bid Invitation or Specifications. Bidders shall acknowledge receipt of the same in writing as indicated on the Proposal Form. No verbal representation of the City, its employees, or agents shall be binding and bidders shall not rely upon them.

COMPLETION OF W-9 FORM

All Bidders shall complete and return a W-9 Form. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the W-9 Form, otherwise the proposal will be rejected.

COMPLETION OF PUBLIC ENTITY CRIME STATEMENT FORM

Bidders shall execute the enclosed Form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES, including proper checks in the spaces provided and enclose it with the Proposal Form. Corrections to the form will not be allowed after the proposal is received and/or opened.

This form must be included with the bid at the time of bid opening. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the PUBLIC ENTITY CRIME STATEMENT Form, otherwise the proposal will be rejected.

COMPLETION OF DRUG FREE WORKPLACE COMPLIANCE FORM

Bidders shall complete and return with their Proposal Form the enclosed Drug Free Workplace Compliance Form.

SUPPLIER & CONTRACTOR PERFORMANCE EVALUATION

In an effort to enhance the process of supplier and contractor performance, ensure long-term growth and success of suppliers and contractors and to proactively monitor performance so that the City’s needs and expectations are being met, the City’s Supplier and Contractor Performance Evaluation Program may be utilized for this project.

PROOF OF INSURANCE AND WORKER’S COMPENSATION

The successful Bidder selected for the project will be required to procure and maintain during the life of the Contract with the City of Green Cove Springs, Florida insurance of the type and in the minimum amounts listed below:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000

- b. Automobile Liability
 - 1. Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law \$1,000,000

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000

- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. Small and Minority Businesses must submit a copy of their certification issued by the State of Florida, declaring they are in fact a small and/or minority business.

REFERENCES

Bidders should include on the included “Reference” sheet, at least three (3) references’ for which similar services have been provided.

ADDITIONAL INFORMATION OR QUESTIONS

Requests for additional information or questions concerning aspects of this Bid are to be directed to Lauren Fitzgerald, at (904) 297-7500 ext. 3323 between 7:00a.m. and 5:30p.m., Monday through Thursday, except legal holidays.

- bids@greencovesprings.com

SPECIFICATIONS FOR UNIFORM RENTAL CONTRACT

I. STATEMENT

The City of Green Cove Springs is requesting proposals from qualified vendors to provide uniform rentals for the various City departments including but not limited to: Public Works, Parks, Equipment Maintenance, Solid Waste, Water and Wastewater.

Work will consist of the following professional services and shall become part of the contract documents.

II. Uniform Specifications

1. The successful bidder shall provide uniform rentals for those departments and personnel listed in **Appendix A**.
2. The successful bidder shall provide five (5) sets of uniforms per employee, or as otherwise specified in **Appendix A**.
3. Initial measurement, ordering, and issuance of uniforms and other items on the attached bid sheet shall be at the sole responsibility of the successful bidder, however measurement, ordering and issuance of uniforms must be completed no more than 30 days after Notice to Proceed has been issued. Employee uniform measurement and fitting shall be performed at each employee work site. Outfitting of all personnel by successful bidder is to be all **new** uniforms. No seconds shall be accepted.
4. Additional uniform orders shall be made available as needs arise during the term of the bid. New employees shall be provided **new** uniforms for the duration of this contract at no additional charge. No seconds shall be accepted. New employee uniforms must be measured, ordered and issued within 30 days of written notice by the City to the successful bidder.
5. A uniform will generally consist of Shirt and Trousers, Jeans, or Shorts styled for men. However, exceptions shall be made to provide as required and whenever warranted, Shirt or Blouse and Trousers, Jeans, Shorts, or Skirts, and other items in styles designed and cut for a woman's figure.
6. The successful bidder will also supply at the expense of the City of Green Cove Springs, floor mats and shop towels as required by various departments.
7. All uniforms provided by the successful bidder shall be sized and tailored to fit properly.
8. Pickup and delivery of uniforms and all other items as specified shall be not less than weekly at the respective Departments at the addresses listed in **Appendix A**, and to take place between the hours of 7:00 a.m. and 3:30 p.m., Monday through Thursday, except holidays.

9. Provisional uniform colors for employees will be as listed in **Appendix A**.
10. Employees may choose long or short sleeved shirts and jeans, workpants or shorts.
11. Patches for all personnel will be supplied by the successful bidder. Bidder will be required to sew patches on both sides of shirts, above each pocket. Left side patches will consist of embroidered, single color, "***City of Green Cove Springs***" and "***Department Name***". Right side patches will consist of embroidered, single color, "***Employee Name***". Patches will only be used on Standard uniform shirts and on all jackets. There will be no preparation charges for patches. Supervisor uniform shirts shall include an embroidered 5-color city seal logo. Preparation charges will be as indicated on the bid form.
12. The successful bidder shall be required to fit and furnish all uniforms and garments and commence service not later than 30 days from the Notice to Proceed.
13. All vendors submitting bids under this solicitation shall have previous experience as an industrial outfitter, engaged in the supply, and maintenance of uniforms, clothing, and certain other industrial supplies and garments. Vendors involving or having subordinate subcontractors performing this type of work shall not be considered.
14. Bidders must satisfy themselves by personal examination of the location(s) of the proposed Work, and by such other means as they may prefer, as to the correctness of any quantities listed in the Proposal, and shall not, after submission of a Proposal, either dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature of the Work to be done. **The Bidder is presumed to have no unanswered questions when it submits its Bid.**
15. A Bidder is expected to base its Bid on those unit quantities listed on the Bid Sheet, which shall be fully inclusive.
16. Uniform Colors and Materials: Uniform materials are to be of a 65/35 polyester/cotton blend, excepting for blue jeans, and able to withstand the rigors of an industrial environment. **The technical expertise of the successful bidder will be required in the selection or recommendation of materials in order to provide hardwearing, economical, light-weight, and comfortable garments suitable for the North Florida climate.**
17. The successful bidder certifies that the services provided under this bid solicitation will be in full compliance with any and all Federal, State, and Local Municipal environmental regulations.
18. Uniform laundry service is not required. Shop towel and mats will be exchanged for clean shop towels and mats weekly.

III. UNIFORM DAMAGE & REPLACEMENT

1. Uniforms damaged beyond reasonable repair, when this damage is caused by negligence on behalf of the City employee, will be replaced within two (2) weeks of notification by the City and paid for by the City of Green Cove Springs at the rate specified on the proposal sheet.
2. All damage to uniforms must be noted on pickup ticket at time of pickup, and signed for as such by the agent for the City of Green Cove Springs.
3. All normal rips, tears, missing buttons, broken zippers, etc., are to be repaired within one week of pickup.
4. An adequate supply of uniform and garment repair tickets are to be maintained at the pickup point by the successful bidder.
5. Replacement garments shall be new and free from defects during the full term of the contract. No seconds shall be accepted.
6. Successful bidder shall replace specified items **at no cost** to the City of Green Cove Springs for any of the following reasons:
 - Defective garments
 - Loss or misplacement of garments by vendor
 - Size change as a result of weight loss or gain to the point that uniform fits improperly, cannot be altered, and professional appearance is affected.
 - When reasonable repair cannot be achieved without affecting presentable appearance of uniform.
 - Normal wear in all environmental conditions during the course of regular employment.
 - Garments that are damaged beyond reasonable repair when the damage is caused by normal wear and tear, inclusive of, but not limited to, the following: excessive and/or accumulated staining by oils, grease, paint, resin, dyes, tars, cements, fuels, or any other industrial liquids or materials used during the normal working day; holes caused by battery acid, chlorine, welding, and/or burning; rips and tears caused by cutting tools or equipment.
7. All garments shall be replaced for normal wear and tear when time and the toil of regular employment have caused the professional appearance and functionality of the garments to degrade beyond an acceptable point. Garments to be replaced under this item shall be retained for wear by the employee until such time as the new garments have been delivered for use.
8. The City of Green Cove Springs reserves the right to make the sole final determination as

to whether a garment meets the criteria as stated herein for no cost replacement.

9. Vendor shall replace garments at the **expense of the City of Green Cove Springs** for any of the following reasons:
 - Garments lost by City employees.
 - Garments intentionally damaged beyond repair by City employees.
 - Garments with excessive stains that are willfully caused by City employees.
 - Employee's changing divisions or duties requiring change in uniform color or type.
 - Non-return of uniforms due to employee termination.
 - Non-return of uniforms at termination of contract period.
10. For actual garment replacement costs incurred, regardless of damage or loss, the City of Green Cove Springs shall be charged the applicable unit cost as specified on the bid form, less twenty percent (20%) for every six (6) months the contract is in force.
11. Repaired and/or replaced uniforms shall be delivered on hangers and in plastic garment covers separately for each employee and **clearly marked**.
12. All delivery, receipt, and pickup tickets are to be carried by the successful bidder's route person, and are to be signed at each instance by the agent of the City. No claims for shortages, damages, or losses will be paid or honored unless receipts are signed for by the agent of the City, and a verifiable copy of such receipt left in the hands of the agent of the City at the time of receipt or delivery of the items in question.

IV. MISCELLANEOUS

1. The City shall pay, and the vendor shall accept, as full and complete payment for all the Work required herein, the Unit Bid Prices which shall not be modified except by action of the City of Green Cove Springs City Council.
2. All payments made under this Bid shall be made in accordance with the State of Florida Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of a proper invoice.
3. When there are multiple line items in a solicitation the City reserves the right to award on an individual item basis, any combination of items, total low price or whichever manner deemed in the best interest of the City. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the City.
4. The bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a proposal under this solicitation.

5. Quantities given for Standard and Supervisor Uniforms are not definite/guaranteed. Quantities given are an estimate and are solely for bidding purposes.
6. Successful bidder will enter into a contract for a three (3) year period with the option to renew for one (1) additional three (3) year period. Not to exceed six (6) years. Contract renewal shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract.

APPENDIX A

Locations

Public Works, Parks, Equipment Maintenance, Solid Waste Departments
900 Gum Street
Green Cove Springs, FL 32043

*Standard Uniform: Combination of any of the below: 5 shirts & 5 pants per employee.

Shirt

Short or Long Sleeve Shirt

65% polyester/35% cotton blend

Collar and cuffs

Button front

Two chest pockets

Left side patch above pocket. Embroidered, single color, will read:

City of Green Cove Springs, Department name

Right side patch above pocket. Embroidered, single color, will read:

Employee Name

Short or Long Sleeve Shirt

100% cotton

Collar and cuffs

Button front

Two chest pockets

Left side patch above pocket. Embroidered, single color, will read:

City of Green Cove Springs, Department name

Right side patch above pocket. Embroidered, single color, will read:

Employee Name

Pants

Jeans

Cotton denim

Classic 5-pocket style

Work Pants

65% polyester/35% cotton blend

Flat Front

Slack-style front pockets

Cargo Pants

65% polyester/35% cotton

Two cargo pockets

Two hip pockets

Work Shorts

65% polyester/35% cotton

Side-seam front pockets and set-in hip pockets

Jacket

Work Style Jacket

65% polyester/35% cotton twill

Collar and adjustable cuffs

Hip length

Slash-pockets

*Supervisor Uniform: Combination of any of the below. 5 shirts, 5 pants per supervisor.

Shirt

Short Sleeve Shirt

Polo style

Left side chest pocket

Embroidered City seal over pocket, (seal is five (5) colors)

Short or Long Sleeve Shirt

60% cotton/40% polyester

Executive Oxford style

Left side chest pocket

Embroidered City seal over pocket, (seal is five (5) colors)

Pants

Jeans

Cotton denim

Classic 5-pocket style

Work Pants

65% polyester/35% cotton blend

Flat Front

Slack-style front pockets

Cargo Pants

65% polyester/35% cotton

Two cargo pockets

Two hip pockets

Work Shorts

65% polyester/35% cotton

Side-seam front pockets and set-in hip pockets

Pleated Pants

65% polyester/35% cotton

Slack-style front pockets

Departments. Each department should have a designated uniform color; preferably green, blue, grey, brown.

Public Works, Parks, Equipment Maintenance, Solid Waste, Water & Wastewater

PROPOSAL FORM

BID NO. Bid No. 11-17-06, Uniform Rental and Services

City's Designated Representative (regarding this Bid Package): Lauren Fitzgerald, Assistant Finance Director, at (904) 297-7500 ext. 3323 or bids@greencovesprings.com.

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 City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions" and is enclosed within this bid package.

BIDDER: _____

ADDRESS: _____

Bidder's Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):

(Name) (Title) (Phone Number)

Bidder's Signature: _____

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.

_____, _____, _____, _____, _____ pertaining to **Bid No. 11-17-06, Uniform Rental and Services**

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

Weekly Cost			Replacement Cost (per garment)
*REFER TO THE SPECIAL INSTRUCTIONS OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.			
Standard Uniform (5 shirts, 5 pants)	_____	weekly	Shirt _____ Pant _____
Standard Uniform with Cargo Pants (5 shirts, 5 pants)	_____	weekly	Shirt _____ Pant _____
Pants Only (5)	_____	weekly	Pant _____
Cargo Pants Only (5)	_____	weekly	Cargo Pant _____
Jacket	_____	weekly	Jacket _____
Supervisor Uniform	_____	weekly	Shirt _____ Pant _____
Supervisor Uniform with Cargo Pants	_____	weekly	Shirt _____ Pant _____
Embroidery fee for Supervisor Shirt	_____	each shirt	
Shop Towels Total Inventory 200 *shop towel cost will include replacements as necessary and laundry 100 weekly.	_____	weekly	Shop Towel _____
Mats Total Inventory 4 (4'x6') *Change out as needed.	_____	weekly	Mat _____
Embroidery set-up fee	_____	one time	
TOTALS			
40 X _____ Standard Uniform = _____			
5 X _____ Supervisor Uniform = _____			
Standard Uniform Total + Supervisor Uniform Total = _____ *bid award will be based on this amount			

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

DEFINITIONS

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

ACTION PLAN

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

NON-BIDDER'S RESPONSE

Should for any reason the vendor/contractor receiving this Bid Invitation package decline to make a proposal please assist us by completing the information requested below and returning it to:

City of Green Cove Springs
Attn: Lauren Fitzgerald
321 Walnut Street
Green Cove Springs, FL 32043

Please be sure “**NO BID**” and **BID No. 11-17-06, Uniform Rental and Services**, clearly shown on the package of this Bid Invitation are clearly shown on the outside of the envelope.

We are not responding to this Bid Invitation for the following reason(s).

1. We do not provide the nature of products or services requested in this bid. _____

2. We are unable to meet the Specifications requested in the bid. _____

3. We are unable to comply with other terms of this Bid Invitation. _____

*Please provide details: _____

4. The bid was too restrictive. _____

5. The bid was not sufficiently clear. _____

Other comments: _____

Vendor/Contractor: _____

Address: _____

Phone: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in 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 business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as described in paragraph 287.133(1)(a), Florida Statute, 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 a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.
 - c. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of

the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies:**

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally know: _____ Title: _____

OR produced identification _____ Notary Public –State of _____

_____ My commission expires _____
(Type of identification)

Printed typed or stamped commissioned name of notary public

DRUG-FREE WORKPLACE COMPLIANCE FORM

In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

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 company'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 or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under proposal, 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 1893 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 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, _____

_____ (name of business), fully complies/does not comply with the above requirements.

Vendor/Contractor Signature

Date

REFERENCES

The following are client/customer references for whom _____ (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representative's services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	Address	Phone No.	Contact Person
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

Submitting Respondent

Signature

Date

TITLE: Uniform Rental and Services
BID NO. 11-17-06

CLARIFICATIONS AND EXCEPTIONS

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

Vendor/Contractor Signature

Date

STANDARD ADDENDUM TO ALL CITY CONTRACTS AND AGREEMENTS

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term “Contractor” means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term “City” means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor’s offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then “NONE” is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then “NONE” is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

