

## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as the "City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444 and Blue Line Innovations, LLC, a Florida corporation (herein after referred to as "Supplier"), whose address 1101 Clare Avenue West Palm Beach Fl 33401, this 10<sup>th</sup> day of January, 2023

**WHEREAS**, the City desires to procure the Purchase of Uniforms for the Police Department; and

**WHEREAS**, the City desires to procure these services from Contractor, utilizing existing contract prices provided to the City of Lakeland, pursuant to its ITB NO. 9210; and

**WHEREAS**, on July 8, 2019, the City of Lakeland issued an Invitation to Bid ITB No. 9210, for Purchase of Uniforms; and

**WHEREAS**, in accordance with ITB No. 9210, the City of Lakeland entered into an agreement with Supplier for services effective October 1, 2019, through September 30, 2020, with Four (4) One (1) year option to renew upon mutual consent; and

**WHEREAS**, on August 19, 2020, the City of Lakeland and Contractor exercised their first-year renewal option to the agreement, and

**WHEREAS**, on August 10, 2021, the City of Lakeland and Contractor exercise their second-renewal option to the agreement; and

**WHEREAS**, on August 2, 2022, the City of Lakeland and Contractor exercise their third-year renewal option to the agreement, and

**WHEREAS**, the City desires to procure services from Contractor on the same terms, conditions, and pricing provided under ITB NO. 9210, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law; and

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of ITB NO. 9210 to the City, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Contractor shall provide purchase and delivery of in accordance with and pursuant to the same terms, conditions, and pricing of ITB No. 9210 procured by the City of Lakeland.

3. This Agreement shall terminate on September 30, 2023, unless ITB No. 9210 is renewed by the City of Lakeland.

4. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

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

6. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

For CONTRACTOR:

Blue Line Innovations  
1101 Clare Avenue  
West Palm Beach, Florida 33401  
Attn: Cathie Nash

7. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

8. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**9. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

a. Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the



Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

10. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

11. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

12. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

13. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of ITB No. 9210.
- c. Contractor's response to ITB No. 9210 and any subsequent information submitted by Contractor during the evaluation.

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson  
Katerri Johnson, City Clerk

By: Shelly Petrolia  
Shelly Petrolia, City Mayor

Approved as to form and legal sufficiency:

Lynn Gelin  
Lynn Gelin, City Attorney

BLUE LINE INNOVATIONS

By: Catherine Nash

Print Name: CATHERINE NASH

Title: PRES.

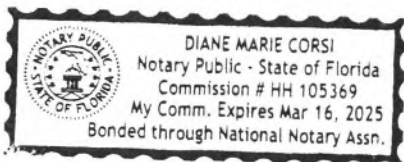
(SEAL)

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of December, 2020, by Catherine Nash (name of person), as President (type of authority) for BlueLine INNB (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

Diane M. Corsi  
Notary Public – State of FLORIDA



RESOLUTION NO. 04-23:

A RESOLUTION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BLUE LINE INNOVATIONS, LLC FOR PURCHASE OF UNIFORMS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach ("City") is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires public safety uniforms for the Police Department; and

WHEREAS, the City desires to enter into an agreement with Blue Line Innovations, LLC to for the services; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

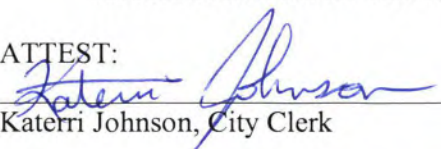
Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Blue Line Innovations, LLC., which is attached to this Resolution as Exhibit "A".

Section 3. The City Commission authorizes the City Manager to take any action necessary to effectuate this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 10<sup>th</sup> day of January, 2023.

ATTEST:

  
Katerri Johnson, City Clerk

  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

  
Lynn Gelin, City Attorney

## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Master Contractor Agreement - Blue Line Innovations, LLC

Department: Police

Contact person: Kristina Maricic

City Manager approval

City Commission approval

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New <input checked="" type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
--------------------------------------	--------------------------------	----------------------------------	---

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	1 year per Lakeland ITB No. 9210
Termination Clause	At the City's convenience at anytime
Renewal Clause	1 year renewal if Lakeland renews, per ITB No. 9210
Insurance	n/a
Indemnification	City standard
Assignment	-
Fiscal Funding Requirement	yes
FL. Public Records Provision (2016)	yes
Inspector General Provision	yes
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	

Business Principles:	Comments
Fees: Total Value	\$35,000
Fees: Per Fiscal Year	\$70,000, if renewed

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Additionally, terms and conditions of ITB No. 9210 apply.

Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: Lawonda Warren, Esq.

Reviewed and approved as to form and legal sufficiency only



**BID SHEET CONTINUED:**

**ANNUAL PURCHASE OF UNIFORMS**

**For the**

**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

**“I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City.** The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder’s experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City’s needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price. Any bidder sent three (3) or more invitations to bid and fails to respond may be removed from the City bid list.”

Blue Line Innovations LLC

\_\_\_\_\_  
**Company Name**

*Lea Winegardner*

\_\_\_\_\_  
**Authorized Signature**

Lea Winegardner

\_\_\_\_\_  
**Name of Contact for Questions  
(Please Print or Type)**

07/25/2019

\_\_\_\_\_  
**Date Signed**

561-797-7939

\_\_\_\_\_  
**Telephone No. of Contact**



Lakeland Police Department  
Uniform Bid Specification

SCOPE

The City of Lakeland is looking for a vendor to supply uniforms to the Lakeland Police Department. The only manufacturer that will be excepted is Blauer. The specific Blauer products are identified on the Bid Sheet included with the Invitation to Bid. No manufacturer substitutions will be allowed.

SCHEDULE

Time is the of the essence of this contract, and as such, the successful bidder shall deliver the orders within (30) calendar days after the order has been placed. Exceptions to this requirement will include non-standard sizes and products on back order from the manufacturer.

PLACEMENT OF ORDERS

Preference will be given to vendors that have an on-line ordering program.

GUARANTEES

The VENDOR guarantees that all merchandise delivered shall have complete guarantee of the manufacturer, and that the entire sizing made by the VENDOR shall be correct. VENDOR shall replace defective merchandise or miss sized merchandise upon notification by the Owner, and at no cost to the OWNER.

TERM OF CONTRACT:

This contract if placed shall be firm and valid through September 30, 2020 with the option for four (4) one-year renewals upon mutual consent.

Product #	Description	Shoulder Patches	Heat Press	Embroidery	Hemmed	Flex Badge	Cost	Cost w/Flex
8370	Blauer Armor Skin						\$59.99	
8372	Blauer S/S Polyester Street Shirt For Armor Skin	Yes					\$32.11	
8371	Blauer L/S Polyester Street Shirt For Armor Skin	Yes					\$35.20	
8675	Blauer S/S Poly Super Shirt	Yes					\$41.11	
8675-W	Blauer S/S Poly Super Shirt	Yes					\$41.11	
8670	Blauer L/S Poly Super Shirt	Yes					\$44.49	
8670-W	Blauer L/S Poly Super Shirt	Yes					\$44.49	
8610-Z	Blauer S/S ClassAct Shirt	Yes					\$33.79	
8610W-Z	Blauer S/S ClassAct Shirt	Yes					\$33.79	
8600-Z	Blauer L/S ClassAct Shirt	Yes					\$37.17	
8600W-Z	Blauer L/S ClassAct Shirt	Yes					\$37.17	
8657	Blauer 6 Pocket Trouser				Yes		\$45.90	
8657W	Blauer 6 Pocket Trouser				Yes		\$45.90	
8650	Blauer 4 Pocket ClassAct Trouser				Yes		\$36.00	
8650W	Blauer 4 Pocket ClassAct Trouser				Yes		\$36.00	
225	Blauer Fleece -Lined V-Neck Sweater	Yes					\$78.28	
4660	Blauer Soft Shell Duty Jacket	Yes	Yes			Yes	\$94.05	\$112.50
26990	Blauer Reversible 48" Rain Jacket		Yes				\$103.87	
26991	Blauer Reversible 31 1/2" Rain Jacket		Yes				\$96.17	
123	Blauer Snap on Hood for Rain Jacket						\$9.66	
8133	Blauer ColorBlock Performance Polo		Yes	Yes		Yes	\$49.56	\$68.01
8139	Blauer SSB Cool Performance Polo		Yes	Yes		Yes	\$29.00	\$47.45
8842	Blauer Bike Shorts						\$56.56	

\*\*\* Flex Badge - FLX736 \*\*\*

\*\*\* Needing a price with Flex Badge and a price with Embroidery Badge on Polo Shirts \*\*\*

**AGREEMENT**

**THIS AGREEMENT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and \_\_\_\_\_ a \_\_\_\_\_ corporation, located at \_\_\_\_\_ hereinafter referred to as the "Contractor".

**WITNESSETH:**

**WHEREAS**, City has previously determined that it has a need for \_\_\_\_\_ services; and

**WHEREAS**, City solicited competitive bids/issued a Request for Proposal (RFP) for such services pursuant to (City of Lakeland Invitation to Bid No. \_\_\_\_\_ or RFP No. \_\_\_\_\_) (hereinafter ITB or RFP); and

**WHEREAS**, City awarded the (Bid/Proposal) to Contractor; and

**WHEREAS**, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the (ITB/RFP), which are incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with \_\_\_\_\_, as requested and more specifically outlined in the (ITB/RFP), this Agreement, the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the (Invitation to Bid/RFP).

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for an initial term of \_\_\_\_\_ (months/years) from \_\_\_\_\_ (the "Effective Date") and any extension thereof. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to \_\_\_ additional \_\_\_ period(s) beyond the initial contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.

4. Amendment of the Contract. This Agreement may be amended only by mutual written

agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a (bid/proposal) to a contractor which has disclosed its intent to assign or subcontract in its response to the (ITB/RFP), without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the (bid/proposal), or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Agreement. In the event of breach



of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the (ITB/RFP) and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Appendix 1**. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 2**.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's

custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: [KEVIN.COOK@LAKELANDGOV.NET](mailto:KEVIN.COOK@LAKELANDGOV.NET), ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "B"** attached hereto and incorporated herein by reference

throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in **Exhibit "C"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

19. Documents Comprising Contract. The Contract shall include this Agreement for \_\_\_\_\_ services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland (Invitation to Bid/Request for Proposal) and all of its addenda and attachments, including **Exhibit "A"**, Scope of Services; and
- b. Contractor's Certificate of Insurance as required in **Exhibit "B"**;
- c. Contractor's Indemnification and Hold Harmless as required in

**Exhibit "C"; and**

- d Contractor's Bond(s), as required in Section \_\_\_ of the (ITB/RFP);  
and
- e. Contractor's (Bid/Proposal)

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. NOTICES. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

As to City:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties herein have executed this Agreement for \_\_\_\_\_ services pursuant to (City Bid No./RFP No.) as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

CONTRACTOR

\_\_\_\_\_  
H. William Mutz, Mayor

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

\_\_\_\_\_  
President (Printed Name)

[Corporate Seal]



ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

ATTEST:

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Timothy J. McCausland, City Attorney

# **INSURANCE REQUIREMENTS**

## **Annual Uniform for LPD**

### **STATEMENT OF PURPOSE**

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

### **CITY DEFINED**

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

### **OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

### **LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

### **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as **additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

## **INSURANCE – BASIC COVERAGES REQUIRED (cont’d)**

Except for worker’s compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party’s deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

**Commercial General Liability:** This insurance shall be an “occurrence” type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party’s employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **“Products and Completed Operations” coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City’s acceptance of renovation or construction properties.

**The liability limits shall not be less than:**

<b>Bodily Injury and Property Damage</b>	<b>\$300,000 Single limit each occurrence</b>
--	---

**Workers’ Compensation:** Workers’ Compensation coverage to apply for all employees for statutory limits and shall include employer’s liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. (“All States” endorsement is required where applicable). If exempt from Worker’s Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers’ Compensation exemption.

All subcontractors shall be required to maintain Worker’s Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

## **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.



# Hold Harmless/Indemnification

## VENDOR

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Vendor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct related to the product by the Vendor or any person or organization directly or indirectly employed by Vendor in furnishing the product or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Vendor, any person or organization directly or indirectly employed by Vendor in furnishing the product or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City or the Vendor. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

**Applicability:** It is the express intent of the Vendor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

**Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

\_\_\_\_\_ 10/1/2019 \_\_\_\_\_ to \_\_\_\_\_ 9/30/2024 \_\_\_\_\_  
(Date) (Date)

(OR)

\_\_\_\_\_ **Agreement is limited to Bid #, Purchase Order #, Requisition #** \_\_\_\_\_,  
**or Contract dated** \_\_\_\_\_.

**Subrogation:** The Vendor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance by the Vendor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Blue Line Innovations, LLC

Name of Organization

BY:

Signature of Owner or Officer

Cathie@goblueline.com

E-Mail Address

STATE OF : Florida

561-444-6660

Organization Phone Number

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by Catherine Nash \_\_\_\_\_, of Blue Line Innovations, LLC \_\_\_\_\_.  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number  
identification, and did  / did not \_\_\_\_\_ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

CITY OF LAKELAND

BY: \_\_\_\_\_  
Joyce Dias, Director of Risk Management

DATE \_\_\_\_\_  
Revised date: December 20, 2018

## **SPECIFICATION SAFETY REQUIREMENTS**

(Revised September 2014)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictates. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

### **I. GENERAL**

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with county, city, or any other agency's rules and regulations regarding safety.
- B. The City's safety personnel or any City supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

### **II. SAFETY EQUIPMENT**

All City safety policies and procedures will be strictly adhered to and enforced by the City of Lakeland Safety Division, which may include work stoppage or removal of Contractor and/or personnel. Such policies and procedures are available upon request. These safety regulations include, but are not limited to:

Where vehicular and/or pedestrian traffic is affected:

#### **1. Maintenance of Traffic**

The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe detours or other temporary

expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

2. Barricades and Lights

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction there over.

All Contractor owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360-degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

All personnel, when working within fifteen (15) feet of the roadway, for fifteen (15) minutes or more must wear approved FDOT reflective vests.

3. Damage to Existing Property

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

**VI. TRAINING DOCUMENTATION** in support of **OSHA** requirements shall be provided upon request.



- *Respect*
- *Integrity*
- *Team Work*
- *Excellence*

# Lakeland Police Department

Ruben Garcia  
Chief of Police

August 19, 2020

Blue Line Innovations  
1101 Clare Avenue  
West Palm Beach, Florida 33401

Attn: Cathie Nash

Reference: City of Lakeland Bid #9210  
Annual Purchase of Uniforms for the Lakeland Police Department

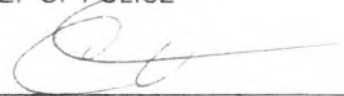
Dear Ms. Nash:

The referenced bid was awarded to your business September 2019 and subsequently provides for the annual purchase of uniforms for the Lakeland Police Department through September 30, 2020. The bid specification provides for up to (4) one-year renewals of the contract based upon mutual consent. It is the desire of the Lakeland Police Department to exercise the option to extend the existing contract through September 30, 2021.

Please indicate below your acceptance or rejection of this proposed action and return to my office within two (2) weeks of the date of this memorandum. It can be mailed, emailed ([Charlie.Dormer@lakelandgov.net](mailto:Charlie.Dormer@lakelandgov.net)) or faxed (863.834.6984) back. Thank you.

Sincerely,

RUBEN GARCIA  
CHIEF OF POLICE

By:   
Charles Dormer  
Fiscal Operations Manager

- Accepted under existing terms of contract
- Accepted with modifications as follows: \_\_\_\_\_  
\_\_\_\_\_

Rejected

By:  Date: 8/24/2020  
(Signature and date required regardless of option selected)





- **Respect**
- **Integrity**
- **Team Work**
- **Excellence**

# Lakeland Police Department

Ruben Garcia  
Chief of Police

August 10, 2021

Blue Line Innovations  
1101 Clare Avenue  
West Palm Beach, Florida 33401

Attn: Cathie Nash

Reference: City of Lakeland Bid #9210  
Annual Purchase of Uniforms for the Lakeland Police Department


Dear Ms. Nash:

The referenced bid was awarded to your business September 2019 and subsequently provides for the annual purchase of uniforms for the Lakeland Police Department through September 30, 2020. The bid specification provides for up to (4) one-year renewals of the contract based upon mutual consent. It is the desire of the Lakeland Police Department to exercise the option to extend the existing contract through September 30, 2022.

Please indicate below your acceptance or rejection of this proposed action and return to my office within two (2) weeks of the date of this memorandum. It can be mailed, emailed ([Charlie.Dormer@lakelandgov.net](mailto:Charlie.Dormer@lakelandgov.net)) or faxed (863.834.6984) back. Thank you.

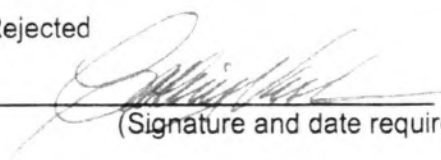
Sincerely,

RUBEN GARCIA  
CHIEF OF POLICE

By:   
Charles Dormer  
Fiscal Operations Manager

- Accepted under existing terms of contract
- Accepted with modifications as follows: price adjustment attached

Rejected

By:  Date: 9/13/21  
(Signature and date required regardless of option selected)

Product #	Description	Shoulder Patches	Heat Press	Embroidery	Hemmed	Flex Badge	Cost	Cost w/Flex
8370 XP	Blauer Armor Skin						\$77.50	
8372	Blauer S/S Polyester Street Shirt For Armor Skin	Yes					\$35.00	
8371	Blauer L/S Polyester Street Shirt For Armor Skin	Yes					\$38.50	
8675	Blauer S/S Poly Super Shirt	Yes					\$44.00	
8675-W	Blauer S/S Poly Super Shirt	Yes					\$44.00	
8670	Blauer L/S Poly Super Shirt	Yes					\$48.50	
8670-W	Blauer L/S Poly Super Shirt	Yes					\$48.50	
8610-Z	Blauer S/S ClassAct Shirt	Yes					\$36.80	
8610W-Z	Blauer S/S ClassAct Shirt	Yes					\$36.80	
8600-Z	Blauer L/S ClassAct Shirt	Yes					\$41.00	
8600W-Z	Blauer L/S ClassAct Shirt	Yes					\$41.00	
8657	Blauer 6 Pocket Trouser				Yes		\$48.50	
8657W	Blauer 6 Pocket Trouser				Yes		\$48.50	
8650	Blauer 4 Pocket ClassAct Trouser				Yes		\$39.00	
8650W	Blauer 4 Pocket ClassAct Trouser				Yes		\$39.00	
225	Blauer Fleece-Lined V-Neck Sweater	Yes					\$84.00	
4660	Blauer Soft Shell Duty Jacket	Yes	Yes			Yes	\$104.00	\$124.00
26990	Blauer Reversible 48" Rain Jacket		Yes				\$125.00	
26991	Blauer Reversible 31 1/2" Rain Jacket		Yes				\$108.00	
123	Blauer Snap on Hood for Rain Jacket						\$10.50	
8133	Blauer ColorBlock Performance Polo		Yes	Yes		Yes	\$53.50	\$73.50
8139/8134	Blauer SSB Cool Performance Polo		Yes	Yes		Yes	\$31.30	\$51.30
8842	Blauer Bike Shorts						\$59.75	

\*\*\* Flex Badge - FLX736 \*\*\*

\*\*\* Needing a price with Flex Badge and a price with Embroidery Badge on Polo Shirts \*\*\*



- *Respect*
- *Integrity*
- *Team Work*
- *Excellence*

# Lakeland Police Department

Ruben Garcia  
*Chief of Police*

August 2, 2022

Blue Line Innovations  
1101 Clare Avenue  
West Palm Beach, Florida 33401

Attn: Cathie Nash

Reference: City of Lakeland Bid #9210  
Annual Purchase of Uniforms for the Lakeland Police Department

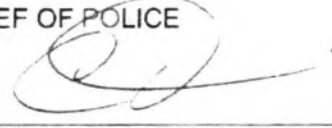
Dear Ms. Nash:

The referenced bid was awarded to your business September 2019 and subsequently provides for the annual purchase of uniforms for the Lakeland Police Department through September 30, 2020. The bid specification provides for up to (4) one-year renewals of the contract based upon mutual consent. It is the desire of the Lakeland Police Department to exercise the option to extend the existing contract through September 30, 2023.

Please indicate below your acceptance or rejection of this proposed action and return to my office within two (2) weeks of the date of this memorandum. It can be mailed, emailed ([Charlie.Dormer@lakelandgov.net](mailto:Charlie.Dormer@lakelandgov.net)) or faxed (863.834.6984) back. Thank you.

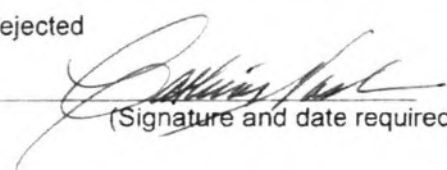
Sincerely,

RUBEN GARCIA  
CHIEF OF POLICE

By:   
Charles Dormer  
Fiscal Operations Manager

- Accepted under existing terms of contract
- Accepted with modifications as follows: see attached price adj.
- 

Rejected

By:  Date: 8/3/22  
(Signature and date required regardless of option selected)

Product #	Description	Shoulder Patches	Heat Press	Embroidery	Hemmed	Flex Badge	Cost	Cost w/Flex
8370 XP	Blauer Armor Skin						\$83.70	
8372	Blauer S/S Polyester Street Shirt For Armor Skin	Yes					\$37.80	
8371	Blauer L/S Polyester Street Shirt For Armor Skin	Yes					\$41.60	
8675	Blauer S/S Poly Super Shirt	Yes					\$47.50	
8675-W	Blauer S/S Poly Super Shirt	Yes					\$47.50	
8670	Blauer L/S Poly Super Shirt	Yes					\$52.40	
8670-W	Blauer L/S Poly Super Shirt	Yes					\$52.40	
8610-Z	Blauer S/S ClassAct Shirt	Yes					\$39.70	
8610W-Z	Blauer S/S ClassAct Shirt	Yes					\$39.70	
8600-Z	Blauer L/S ClassAct Shirt	Yes					\$44.30	
8600W-Z	Blauer L/S ClassAct Shirt	Yes					\$44.30	
8657	Blauer 6 Pocket Trouser				Yes		\$52.40	
8657W	Blauer 6 Pocket Trouser				Yes		\$52.40	
8650	Blauer 4 Pocket ClassAct Trouser				Yes		\$42.10	
8650W	Blauer 4 Pocket ClassAct Trouser				Yes		\$42.10	
225	Blauer Fleece -Lined V-Neck Sweater	Yes					\$93.00	
4660	Blauer Soft Shell Duty Jacket	Yes	Yes			Yes	\$116.00	\$136.00
26990	Blauer Reversible 48" Rain Jacket		Yes				\$139.50	
26991	Blauer Reversible 31 1/2" Rain Jacket		Yes				\$121.00	
123	Blauer Snap on Hood for Rain Jacket						\$11.80	
8133	Blauer ColorBlock Performance Polo		Yes	Yes		Yes	\$57.80	\$77.80
8139 8134	Blauer SSB Cool Performance Polo		Yes	Yes		Yes	\$33.80	\$53.80
8842	Blauer Bike Shorts						\$64.50	

\*\*\* Flex Badge - FLX736 \*\*\*

\*\*\* Needing a price with Flex Badge and a price with Embroidery Badge on Polo Shirts \*\*\*

**BID SHEET:**

**ANNUAL PURCHASE OF UNIFORMS**

**For the**

**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

**THIS BID SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING**

**Company Name** Blue Line Innovations, LLC.

**Company Address** 1101 Clare Avenue

**City** West Palm Beach **State** Florida **Zip** 33401

**Telephone** (561) 444-6660 **Fax** (    )                     

**E-Mail Address** Lea@goblueline.com

The following Bid is in strict accordance with the **City of Lakeland Invitation to Bid No. 9210, dated July 8, 2019, and all attachments as referenced therein:**

This Bid shall be **F.O.B. Delivered with Full Freight Allowed** and a **Total Firm Price** for all of the work outlined in the attached specifications.

- A. Bid Pricing for Purchase and Delivery of Uniforms for the Lakeland Police Department in Complete Accordance with the attached specification:**

**SEE ATTACHED PRICING PAGE**

- B. Discount to be applied to items that are not specifically included in this bid: 20 Percent (%) off the manufacturer's list price.**

- C. Please State the Name, Address and Telephone Number of the Branch Office that Serves the Lakeland, Florida Area where Technical Expertise is Available.**

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Blue Line Innovations, LLC.	1101 Clare Avenue, West Palm Beach, FL 33401	561-444-6660



**BID SHEET CONTINUED:**  
**ANNUAL PURCHASE OF UNIFORMS**

**For the**  
**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

- D. Please List a Minimum of Three (3) Projects that Your Company Has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.**

<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone Number</u>
1. Tequesta Police Department	Lt. Keith Smolen	772-263-3406
2. Wauchula Police Department	Asst. Chief Matthew Whatley	863-245-9124
3. Hendry County Sheriff's Office	Melissa Barrett	863-674-5628

- E. Schedule:**

Orders can be delivered in 1 to 30 calendar day(s) after receipt of Purchase Order.

Terms of Payment Offered Net 45

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

Bid Sheet continued on the next page:

**BID SHEET CONTINUED:**

**ANNUAL PURCHASE OF UNIFORMS**

**For the**

**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price. Any bidder sent three (3) or more invitations to bid and fails to respond may be removed from the City bid list."

Blue Line Innovations LLC

Company Name

*Lea Winegardner*

Authorized Signature

Lea Winegardner

Name of Contact for Questions  
(Please Print or Type)

07/25/2019

Date Signed

561-797-7939

Telephone No. of Contact

## Lakeland Police Department

### Uniform Bid Specification

#### SCOPE

The City of Lakeland is looking for a vendor to supply uniforms to the Lakeland Police Department. The only manufacturer that will be excepted is Blauer. The specific Blauer products are identified on the Bid Sheet included with the Invitation to Bid. No manufacturer substitutions will be allowed.

#### SCHEDULE

Time is the of the essence of this contract, and as such, the successful bidder shall deliver the orders within (30) calendar days after the order has been placed. Exceptions to this requirement will include non-standard sizes and products on back order from the manufacturer.

#### PLACEMENT OF ORDERS

Preference will be given to vendors that have an on-line ordering program.

#### GUARANTEES

The VENDOR guarantees that all merchandise delivered shall have complete guarantee of the manufacturer, and that the entire sizing made by the VENDOR shall be correct. VENDOR shall replace defective merchandise or miss sized merchandise upon notification by the Owner, and at no cost to the OWNER.

#### TERM OF CONTRACT:

This contract if placed shall be firm and valid through September 30, 2020 with the option for four (4) one-year renewals upon mutual consent.

Product #	Description	Shoulder Patches	Heat Press	Embroidery	Hemmed	Flex Badge	Cost	Cost w/Flex
8370	Blauer Armor Skin						\$59.99	\$78.44
8372	Blauer S/S Polyester Street Shirt For Armor Skin	Yes					\$32.11	
8371	Blauer L/S Polyester Street Shirt For Armor Skin	Yes					\$35.20	
8675	Blauer S/S Poly Super Shirt	Yes					\$41.11	
8675-W	Blauer S/S Poly Super Shirt	Yes					\$41.11	
8670	Blauer L/S Poly Super Shirt	Yes					\$44.49	
8670-W	Blauer L/S Poly Super Shirt	Yes					\$44.49	
8610-Z	Blauer S/S ClassAct Shirt	Yes					\$33.79	
8610W-Z	Blauer S/S ClassAct Shirt	Yes					\$33.79	
8600-Z	Blauer L/S ClassAct Shirt	Yes					\$37.17	
8600W-Z	Blauer L/S ClassAct Shirt	Yes					\$37.17	
8657	Blauer 6 Pocket Trouser				Yes		\$45.90	
8657W	Blauer 6 Pocket Trouser				Yes		\$45.90	
8650	Blauer 4 Pocket ClassAct Trouser				Yes		\$36.00	
8650W	Blauer 4 Pocket ClassAct Trouser				Yes		\$36.00	
225	Blauer Fleece -Lined V-Neck Sweater	Yes					\$78.28	
4660	Blauer Soft Shell Duty Jacket	Yes	Yes			Yes	\$95.53	\$113.98
26990	Blauer Reversible 48" Rain Jacket		Yes				\$103.87	
26991	Blauer Reversible 31 1/2" Rain Jacket		Yes				\$96.17	
123	Blauer Snap on Hood for Rain Jacket						\$9.66	
8133	Blauer ColorBlock Performance Polo		Yes	Yes		Yes	\$55.56	\$68.01
8139/8134	Blauer SSB Cool Performance Polo		Yes	Yes		Yes	\$41.56	\$53.01
8842	Blauer Bike Shorts						\$56.56	

\*\*\* Flex Badge - FLX736 \*\*\*

\*\*\* Needing a price with Flex Badge and a price with Embroidery Badge on Polo Shirts \*\*\*





**Release of Liability:** Acceptance by the Vendor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Blue Line Innovations, LLC

Name of Organization

BY:

*Cathie Nash*  
Signature of Owner or Officer

Cathie@goblueline.com

E-Mail Address

561-444-6660

Organization Phone Number

STATE OF : Florida

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 26<sup>TH</sup> day of July, 2019

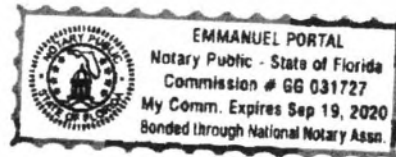
by Catherine Nash, of Blue Line Innovations, LLC  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced FL DL [redacted] as  
State Drivers License Number

identification, and did  / did not take an oath.

*Emmanuel Portal*  
Signature of Person Making Acknowledgment

EMMANUEL PORTAL  
Printed Name of Person Taking Acknowledgment



Notary Seal

CITY OF LAKELAND

BY: Joyce Dias, Director of Risk Management

DATE: Revised date: December 20, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/05/2018

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

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

<b>PRODUCER</b> Insurance Express.com 2005 Vista PKWY Ste 200 West Palm Beach FL 33411	<b>CONTACT NAME:</b> Spencer Olchin <b>PHONE:</b> (A/C No. Extn: 561-209-7115) <b>FAX:</b> (A/C No: 844-807-6448) <b>E-MAIL:</b> solchin@insuranceexpress.com
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : James River Insurance Company 3529 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Blue Line Innovations, LLC 1101 Clare Ave Unit 1 WEST PLM BCH FL 33401	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSB, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		00066835-0	11/17/2018	11/17/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$
						\$
	<b>AUTOMOBILE LIABILITY</b>					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
						\$
		DED				RETENTION \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATUTORY LIMITS OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS BELOW					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Spencer Olchin</i>

**BID SHEET:**  
**ANNUAL PURCHASE OF UNIFORMS**

**For the**  
**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

**THIS BID SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING**

**Company Name** Blue Line Innovations

**Company Address** 1101 Clare Avenue

**City** West Palm Beach **State** Florida **Zip** 33401

**Telephone** (561) 444-6660 **Fax** (    ) N/A

**E-Mail Address** Lea@gobluline.com

The following Bid is in strict accordance with the **City of Lakeland Invitation to Bid No. 9210, dated July 8, 2019, and all attachments as referenced therein:**

This Bid shall be **F.O.B. Delivered with Full Freight Allowed** and a **Total Firm Price** for all of the work outlined in the attached specifications.

- A. Bid Pricing for Purchase and Delivery of Uniforms for the Lakeland Police Department in Complete Accordance with the attached specification:**

**SEE ATTACHED PRICING PAGE**

- B. Discount to be applied to items that are not specifically included in this bid: 20 Percent (%) off the manufacturer's list price.**

- C. Please State the Name, Address and Telephone Number of the Branch Office that Serves the Lakeland, Florida Area where Technical Expertise is Available.**

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Blue Line Innovations LLC	1101 Clare Avenue WPB FL 33401	561-444-6660

**BID SHEET CONTINUED:**  
**ANNUAL PURCHASE OF UNIFORMS**

**For the**  
**LAKELAND POLICE DEPARTMENT**

**JULY 8, 2019**

**BID NO. 9210**

- D. Please List a Minimum of Three (3) Projects that Your Company Has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.

	<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone Number</u>
1.	Tequesta Police Department	LT. Keith Smolen	772-263-3406
2.	Wauchula Police Department	Asst. Chief Matthew Whatley	863-245-9124
3.	Hendry County SO	Melissa Barrett	863-674-5628

- E. Schedule:

Orders can be delivered in <sup>30 or sooner</sup> \_\_\_\_\_ calendar day(s) after receipt of Purchase Order.

Terms of Payment Offered Net 30

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.



RISK MANAGEMENT & PURCHASING  
1140 EAST PARKER STREET  
LAKELAND, FL 33801

## NOTICE TO BIDDERS

### INVITATION TO BID

### ANNUAL PURCHASE OF UNIFORMS

For the

LAKELAND POLICE DEPARTMENT

JULY 8, 2019

BID NO. 9210

Sealed bids will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 until 2:00 p.m. – Monday – July 29, 2019. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

Bid Documents may be accessed by visiting our Website at <http://www.lakelandgov.net/purchasing> or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. Bid Documents are Required for Submittal. Any Respondent that Does Not Have a City of Lakeland Oracle iSupplier Number Should Visit the Above Website and Register as an Oracle Supplier.

**THE CITY OF LAKELAND IS SEEKING COMPETITIVE BIDS FOR THE SUPPLY OF UNIFORMS FOR THE LAKELAND POLICE DEPARTMENT. THE ONLY MANUFACTURER THAT WILL BE EXCEPTED IS BLAUER. THE SPECIFIC BLAUER PRODUCTS ARE IDENTIFIED ON THE BID SHEET INCLUDED WITH THE INVITATION TO BID. NO MANUFACTURER SUBSTITUTIONS WILL BE ALLOWED. THE BID SUBMITTED AND THE PURCHASE ORDER, IF ISSUED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, CITY OF LAKELAND SPECIFICATIONS, ALL CODES, REGULATIONS, SPECIFICATIONS AND REQUIREMENTS REFERENCED THEREIN.**

**Note: This Annual Service Requirement, if placed, shall be firm and valid beginning October 1, 2019 through September 30, 2020 with an option for Four (4), One (1) Year Renewals upon mutual consent.**

Questions regarding this invitation to bid should be **in writing** and should reference the above Bid number. Submit all questions to **Ms. Linda Alspaugh, Purchasing Agent**, via e-mail at [purch@lakelandgov.net](mailto:purch@lakelandgov.net) or fax (863) 834-6777.



## **CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION**

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, no later than **July 22, 2019**. If no written contact has been made by this specified date, the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City. **Additionally, submitting a signed bid shall be construed as a total compliance statement.** **Note:** Any use of brand names (manufacturer) in this invitation and specification is for Bidder convenience only and shall not limit this offering. Equal or better equipment and alternate bids may be given consideration.

## **FLORIDA PUBLIC RECORDS LAW**

Bidder's submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: [KEVIN.COOK@LAKELANDGOV.NET](mailto:KEVIN.COOK@LAKELANDGOV.NET), ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

## **EXPARTE COMMUNICATION**

Please note that to insure the proper and fair evaluation of a proposal the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Respondent and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification

needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal, then in evaluation, or any future proposal.

### **INSURANCE AND SAFETY REQUIREMENTS**

All insurance shall be secured from or countersigned by an agent or Surety Company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the BID requirements, then the Respondent should request an affidavit of insurability from the Respondent's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the BID requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

### **INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the BID submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the BID requirements.

### **DRUG-FREE WORKPLACE CERTIFICATION**

By submitting a proposal in response to this Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

### **SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

### **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

### **CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION**

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

### **ADDENDA**

It is the Respondent's responsibility to contact the Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the proposal.

The failure of a Respondent to submit acknowledgement of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

### **TERMS AND CONDITIONS OF AGREEMENT**

A copy of the agreement to be entered into with the successful Respondent will be negotiated, should the City select a respondent.

### **ORACLE iSUPPLIER AND SOURCING**

In addition to accepting 'hard copy' competitive sealed bids, bids and qualifications, the City of Lakeland uses Oracle's iSupplier and Sourcing to administer the competitive solicitation process, including but not limited to soliciting quotes, sealed bids, bids, and qualifications, issuing addenda, posting results and issuing notification of an intended decision. Bidders are strongly encouraged to familiarize themselves well in advance of their intention of submitting a proposal to ensure familiarity with the use of Oracle iSupplier and Sourcing. The City shall not be responsible for a Bidder's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Oracle iSupplier and Sourcing.

It is the sole responsibility of the Bidder to ensure that their response is submitted electronically through Oracle Sourcing, and hard copies reach the Purchasing Manager, City of Lakeland, Florida, 1140 E. Parker St., Lakeland, Florida 33801, no later than the time and date specified in this solicitation.

### **BID SUBMITTAL**

**An original and three (3) copies (collated in sets)** of the bid form supplied by the City of Lakeland and all required bid submittal data including any Respondent generated specifications, drawings, etc., shall be enclosed within a sealed envelope with the words, "**Sealed Bid No. 9210 – Annual Purchase of Uniforms for Lakeland Police Department**" and the Respondent's name and address clearly shown on the outside thereof. **Submittals received with less than the above mentioned or not submitted on the City of Lakeland Bid Sheets may be disqualified as non-responsive.**

Mailed bids must be received in the office of the Purchasing Manager not later than the time set forth for bid opening. The City of Lakeland, Florida will not be responsible for any lost or late arriving bids sent via the U.S. Postal Service or other delivery services.

**The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that proposal which is in the best interest of the City.** The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Respondents. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the proposal price.

City of Lakeland, Florida

Mark D. Raiford, CPPB  
Purchasing Manager