

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

483-9995

Safety Shoes



Robert S. McKenney

954-828-5139

Bid 483-9995 Safety Shoes

Bid Number 483-9995
 Bid Title Safety Shoes

 Bid Start Date In Held
 Bid End Date Apr 15, 2008 2:00:00 PM EDT

 Bid Contact Robert S. McKenney
 Procurement Specialist II
 Procurement
 954-828-5139
 RMcKenney@fortlauderdale.gov

Contract Duration 1 year
 Contract Renewal 4 annual renewals
 Prices Good for 90 days

Bid Comments The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Safety Shoes various City Departments in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at 954.828.5139 or rmckenney@fortlauderdale.gov. It is preferred that any questions that bidders wish to have addressed and which might require an addendum be submitted through the Question and Answer format through the RFP Depot website at least 7 days prior to bid due and open date. If required, written addendum will be issued by the City.

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

Item Response Form

Item 483-9995-1-01 - Bates Uniform Footwear

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Bates Uniform Footwear						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Bates Uniform Footwear

Item 483-9995-1-02 - Caterpillar

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Caterpillar						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Caterpillar

Item 483-9995-1-03 - Dickies

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Dickies						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Dickies

Item 483-9995-1-04 - Dr. Martens Industrial

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Dr. Martens Industrial						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Dr. Martens Industrial

Item 483-9995-1-05 - Dunham by New Balance

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Dunham by New Balance						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Dunham by New Balance

Item 483-9995-1-06 - Durango

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Durango						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Durango

Item 483-9995-1-07 - Footholds Slip-Resistant Shoes

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Footholds Slip-Resistant Shoes						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Footholds Slip-Resistant Shoes

Item 483-9995-1-08 - FootRests

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
FootRests						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 FootRests

Item 483-9995-1-09 - Guardsman

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Guardsman						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Guardsman

Item 483-9995-1-10 - Harley-Davidson Footwear

	Manufacturer	Discount From	Price List	Dated	Additional Cost for	List Range

	Line	Manufacturer's List in %	Number		Special Sizes if any	of Sizes
Harley-Davidson Footwear						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Harley-Davidson Footwear

Item 483-9995-1-11 - Hush Puppies Professionals

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Hush Puppies Professionals						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Hush Puppies Professionals

Item 483-9995-1-12 - HYTEST Safety Footwear

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
HYTEST Safety Footwear						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 HYTEST Safety Footwear

Item 483-9995-1-13 - Iron Age

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Iron Age						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Iron Age

Item 483-9995-1-14 - Knapp

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Knapp						

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Knapp						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Knapp

Item 483-9995-1-15 - LEHIGH

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
LEHIGH						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 LEHIGH

Item 483-9995-1-16 - LUGZ

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
LUGZ						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 LUGZ

Item 483-9995-1-17 - RANGER

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
RANGER						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 RANGER

Item 483-9995-1-18 - REDWING

	Manufacturer	Discount From	Price List	Dated	Additional Cost for	List Range

	Line	Manufacturer's List in %	Number		Special Sizes if any	of Sizes
REDWING						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 REDWING

Item 483-9995-1-19 - Ridge Outdoors Air Tac Boots

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Ridge Outdoors Air Tac Boots						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Ridge Outdoors Air Tac Boots

Item 483-9995-1-20 - Rockport

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Rockport						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Rockport

Item 483-9995-1-21 - Rocky

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Rocky						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 Rocky

Item 483-9995-1-22 - SERVUS

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes

SERVUS					
Delivery Location	City of Fort Lauderdale <u>No Location Specified</u>				
	Qty 1				
Description	SERVUS				

Item 483-9995-1-23 - Skechers Work

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Skechers Work						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Skechers Work

Item 483-9995-1-24 - Stanley Footgear

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Stanley Footgear						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Stanley Footgear

Item 483-9995-1-25 - Thorogood Shoes

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Thorogood Shoes						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Thorogood Shoes

Item 483-9995-1-26 - Timberland Pro Series

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes

Timberland Pro Series						
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Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Timberland Pro Series

Item 483-9995-1-27 - Wolverine Boots and Shoes

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
Wolverine Boots and Shoes						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
Wolverine Boots and Shoes

Item 483-9995-1-28 - OTHER MANUFACTURERS NOT LISTED ABOVE

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OTHER MANUFACTURERS NOT LISTED ABOVE						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
OTHER MANUFACTURERS NOT LISTED ABOVE

Item 483-9995-1-29 - OTHER MANUFACTURERS NOT LISTED ABOVE

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OTHER MANUFACTURERS NOT LISTED ABOVE						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
OTHER MANUFACTURERS NOT LISTED ABOVE

Item 483-9995-1-30 - OTHER MANUFACTURERS NOT LISTED ABOVE

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OTHER MANUFACTURERS NOT LISTED ABOVE						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 OTHER MANUFACTURERS NOT LISTED ABOVE

Item 483-9995-1-31 - OTHER MANUFACTURERS NOT LISTED ABOVE

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OTHER MANUFACTURERS NOT LISTED ABOVE						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 OTHER MANUFACTURERS NOT LISTED ABOVE

Item 483-9995-1-32 - OTHER MANUFACTURERS NOT LISTED ABOVE

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OTHER MANUFACTURERS NOT LISTED ABOVE						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 OTHER MANUFACTURERS NOT LISTED ABOVE

Item 483-9995-1-33 - OTHER MANUFACTURERS NOT LISTED ABOVE

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OTHER MANUFACTURERS NOT LISTED ABOVE						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
 OTHER MANUFACTURERS NOT LISTED ABOVE

Item 483-9995-1-34 - OTHER MANUFACTURERS NOT LISTED ABOVE

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OTHER MANUFACTURERS NOT LISTED ABOVE						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
OTHER MANUFACTURERS NOT LISTED ABOVE

Item 483-9995-1-35 - OTHER MANUFACTURERS NOT LISTED ABOVE

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OTHER MANUFACTURERS NOT LISTED ABOVE						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
OTHER MANUFACTURERS NOT LISTED ABOVE

Item 483-9995-1-36 - OPTIONAL Item, Insoles

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OPTIONAL Item, Insoles						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
OPTIONAL Item, Insoles

Item 483-9995-1-37 - OPTIONAL Item, Laces

	Manufacturer Line	Discount From Manufacturer's List in %	Price List Number	Dated	Additional Cost for Special Sizes if any	List Range of Sizes
OPTIONAL Item, Laces						

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
OPTIONAL Item, Laces

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part

of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

INVITATION TO BID 483-9995

Safety Shoes

PART I - INFORMATION/SPECIAL CONDITIONS

1.01 PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide Safety Shoes for Various City Departments, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at 954.828.5139 or bmckenney@fortlauderdale.gov. It is preferred that any questions that bidders wish to have addressed and which might require an addendum should be submitted through the Question and Answer format through the RFP Depot website at least 7 days prior to bid due and open date. If required, written addendum will be issued.

1.03 TRANSACTION FEES

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

1.04 ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB, to at least one City similar in size and complexity to the City of Fort Lauderdale.

1.05 CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire one year from that date. The City reserves the right to extend the contract for four (4) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

1.06 AWARD

This will be a multiple award contract. Awards will be made to all responsive and responsible bidders. The City will place orders with the vendor that offers the greatest discount and has the make and model shoe required in stock or what ever best serves the needs of the City of Fort Lauderdale.

The City reserves the right to award to those bidders who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

The potential bidder(s) should submit the following documentation/information in order to be considered.

- A. Submit a letter from each Manufacturer, which states that your company is an authorized distributor.
- B. List record of experience to include any training and experience in similar work.
- C. List a description of similar work performed satisfactorily and completed with a location, dates of contract, names, addresses and telephone numbers of contact persons.
- D. Submit a detailed list of mobile unit(s) and/or facility (ies) that will be available to do the work or provide the services. Days and Hours of operations shall be included.
- E. List the personnel, by name and title, which will be available to perform the work and/or provide the services.

The City reserves the right to add or delete vendors, which meet or exceed the qualification criteria, stated herein, during the term of this contract, as it deems necessary and in the best interests of the City.

1.07 CATALOGS AND PRICE LISTS SHOULD BE SUBMITTED BY MAIL

The vendor should submit four (4) paper copies of the current manufacturer's price list(s) and catalog(s) by mail to City of Fort Lauderdale Attn: Bob McKenney 100 N. Andrews Avenue Room 619 Ft. Lauderdale, FL 33301. Your proposal maybe submitted electronically through RFP Depot. These documents shall be in effect at the commencement of the contract and shall remain in effect for the life of the contract. Discounts offered will be evaluated against these price lists and catalogs in order to determine the vendor to whom award will be made.

Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the City.

The vendor should also submit the web address for each manufacturer, if available.

1.08 ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the City's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

1.09 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY VENDOR

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

1.10 SHOES AND BOOTS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

1.11 PURCHASE OF OTHER ITEMS NOT LISTED ON THIS BID SOLICITATION BASED ON PRICE LISTS

While the City has listed all major items on the bid solicitation which are utilized by City Departments in conjunction with its operations, there may be other items that must be purchased by the City during the term of this contract. For this reason, bidders are requested to quote the percentage discount that will be offered to the City for items which do not appear on this bid solicitation. This discount shall be offered for all items listed in nationally established annual retail supply catalogs. The most recently published catalog shall serve as the basis for establishing the retail price to be discounted.

1.12 REBATES AND SPECIAL PROMOTIONS

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the successful vendor(s) to the City. It shall be the responsibility of the vendor to notify the City of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the City provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these may be of limited duration as indicated by the vendor(s). At the end of such promotion, the standard contract price shall prevail.

1.13 SAMPLES MAY BE REQUIRED DURING EVALUATION

After the City opens the Bid Proposals, the bidders may be required to submit a sample for the goods to be supplied for evaluation by, and at no cost to the City. If samples are required, the City will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the City shall not consider the bidder's proposal for that item(s); provided however, that in the

event of a group or aggregate award, the bidder's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of the City of Fort Lauderdale.

1.14 BIDDER LOCATION REQUIREMENTS IN BROWARD, PALM BEACH OR DADE COUNTY

Due to the nature of this contract, the vendor must be located (have a business address) within the tri-County area or be able to provide a Mobile Unit equipped with personnel capable of fitting and sizing the employees for various styles of shoes and boots and provide for pick-up as required. The Vendors shall have a sample of the shoes and boots, which meet the City's specifications and are in the catalog(s), on display in their Location within the tri-County area, and/or on display in their Mobile Unit.

Those vendors submitting bids based on the utilization of a Mobile Unit as their place of business must be able to provide services on a regularly scheduled basis mutually agreed upon by the using Departments and the vendor. A vendor's inability to comply with this provision may be considered as default of the contract and may be grounds for termination.

1.15 ADDITIONAL BRANDS MAY BE ADDED

Although this solicitation and resultant contract identifies specific brands to be purchased, it is hereby understood and agreed that additional brands may be added to this contract at the option of the City. Vendor(s) under this contract shall be invited to submit a percentage (%) discount off the lowest price stated on the latest manufacturer's price list(s) and/or catalog(s) for these additional brands. If these discounts are comparable with discounts offered for other brands, and are otherwise considered to be fair and reasonable, then award shall be made to the vendor(s) offering the best pricing and acceptable product to the City or otherwise serving the best interests of the City. Award of these additional brand(s) shall be confirmed through the issuance of an addendum to the award sheet. These items shall become an integral part of the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The City may determine to obtain similarly structured pricing inputs from other vendors in response to situations where incumbent vendors do not provide for fair and reasonable pricing or for other reasons at the City's sole discretion.

1.16 STOCK LEVELS SHALL BE MAINTAINED BY BIDDER

The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the City of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Bidder, the City reserves the right to cancel the order, purchase the goods elsewhere, and charge the Bidder for any procurement costs incurred by the City.

1.17 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute brands or models may be considered during the contract period for discontinued models. Samples of the substitute items must be sent to the user Department(s) prior to the delivery, in order to determine if the replacement item meets the specifications of the City. The

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

1.18 CONTRACT SUBSTITUTION

The issuance of credit for the purchase of items on this Contract, to be used for the purchase of other non-contract items, is prohibited (i.e. shoe upgrade to a non-contract shoe or boot.)

Should the successful vendor(s) misuse the Contract, to allow employees to purchase items other than those specified by the user Department(s), they may be subject to appropriate legal action by the City plus cancellation of the Contract and filing by for any damages which may be suffered. The same applies to any billing made for which the item was not delivered to the employee.

1.19 IDENTIFICATION

All shoes and boots delivered by the successful bidder shall be clearly identified within the shoe with the manufacturer's name or manufacturer's brand name and model number. Such name and model number to correspond with identification in shoe sample and as shown in the Bid Proposal.

1.20 WARRANTY

Vendors shall guarantee replacement of improperly manufactured items or due to defective materials or product during the contract period, with replacements being made within two (2) weeks of notification.

Replacements shall be in the local store or on the next scheduled visit by the shoe mobile, which shall not to exceed the two (2) week lead-time.

No shoes or boots shall be returned to the factory. Factory information sheets (specifications, catalog data, etc.) of safety shoes or boots being bid shall accompany the bid proposal as shall any guarantee or warranties. Guarantee information should include but not be limited to: upper and sole separation guarantee period and water penetration guarantee period, in addition to wearability guarantee.

All leather Oxfords and Boots are to be certified by the American Footwear Industries Association (AFIA) in compliance with stipulations of ANSI Z41-1999 Standards, Current Edition as prescribed by OSHA (Regulation 29, CFF part 1910-136) and rated in class 75.

1.21 NON-EXCLUSIVE CONTRACT

Although the purpose of this solicitation is to secure a contract that can satisfy the total needs of the City or of a specific City agency, it is hereby agreed and understood that this solicitation and resultant contract does not provide an exclusive right to awardees hereunder to receive all orders that may be generated by the City in conjunction with this solicitation and resultant contract.

1.22 PRICING

9995 Safety Shoes 5

All pricing MUST include delivery and be quoted FOB: Destination.

1.23 DELIVERY

Delivery is required within 10 business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

1.24 MANUFACTURER/BRAND/MODEL SPECIFIC REQUEST

This is a manufacturer/brand/model specification. No substitutions will be allowed unless the City determines in writing that a substitution is acceptable.

1.25 COST ADJUSTMENTS

Discounts quoted shall be firm for the initial contract term and any extensions of this contract.

1.26 SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

1.27 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

1.28 INSURANCE

The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage - \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

1.29 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

1.30 UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the

particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

1.31 INDEMNITY/HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to this bidding process. Without limiting the foregoing, any and all such claims, suits, or other defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

1.32 PUBLIC ENTITY CRIMES

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

1.33 LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf> .

1.34 BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01 GENERAL INFORMATION/INTENT

The successful bidder(s) shall provide various safety shoes and boots to be purchased by various City Departments in Men's and Women's sizes. The vendor shall provide the facility (ies), tools, equipment and the personnel required to size and fit the City employees.

The "facility (ies)" may include a Mobile Unit that will drive out to various City sites, to assist in the selection, sizing/fitting and purchase of Safety Shoes and Boots to City employees. If a Local Store is available, the various City Departments may choose to schedule employees, as appropriate within City or Departmental Guidelines, to go out to the store(s) for assistance in the selection, sizing/fitting and/or to purchase the Safety Shoes or Boots.

Authorized employees may also be sent out to pickup orders that have arrived at the Vendor's facility, as may be appropriate.

2.02 SPECIAL SIZES

Safety shoes and Boots shall be made available in sizes ranging from 7 through 13, D, E, EE, EEE (men's) and sizes 6 through 11, Medium, Wide (women's), where applicable. Extra charge for special shoe sizes shall be stated on the Bid Proposal or it shall be assumed that the price includes all sizes.

2.03 SPECIFICATIONS

Awarded Vendors shall have the ability to provide a variety of Safety Shoes & Boots in both Men's and Women's sizes, in Medium and Wide widths. All footwear shall be constructed of durable and commercially acceptable materials, such as Leather, Nylon, PVC, Polyurethane, Nitrile, Rubber, or other man-made materials, etc.

The Safety Shoes and Boots offered, shall include but are not limited to the following features:

- a. Steel Toe to meet or exceed ANSI Z41-1999 Class 75 Impact & Compression Standards or latest version.
- b. Shall meet or exceed ANSI Z41-1999 Metatarsal Standards or latest version, where applicable.
- c. Shall meet or exceed ANSI Z41-1999 Conductive Standards or latest version, to reduce or minimize static electricity and reduce possibility of ignition of volatile chemicals or

- explosives, where applicable.
- d. Shall meet or exceed ANSI Z41-1999 Electrical Hazard Standards or latest version, in order to reduce the potential for electric shock to the wearer when soles are exposed to open circuits under dry conditions, where applicable.
 - e. Shall meet or exceed ANSI Z41-1999 Puncture Resistant Standards or latest version, which reduce the possibility of puncture wounds to the soles of the feet by objects that could penetrate the soles, where applicable.
 - f. Shall meet or exceed ANSI Z41-1999 Electro-Static Dissipative Standards, where applicable.
 - g. Shall be constructed in such a manner as to make the footwear 100% Waterproof, where applicable.
 - h. Insoles shall be cushioned as to minimize or reduce fatigue caused by the extended periods of time standing and/or walking.
 - i. Outsoles shall be made of a non-marring material and designed or manufactured in a way as to make them Oil resistant, Chemical resistant, Slip resistant, Heat resistant, Metal Chip resistant and Abrasion resistant for extended periods of time, where applicable.
 - j. Footwear soles shall be made in a way which makes them cushioned and shock absorbing.
 - k. The Collars and Tongue shall be cushioned so as to provide comfort and support to the ankle, wherever applicable.
 - l. Safety Shoes & Boots shall also be available in styles which provide protection and at the same time are made of a non-metallic material.
 - m. Safety Shoes & Boots shall also provide adequate Arch support, where applicable.

2.04 STORE/MOBILE UNIT PERSONNEL

All authorized personnel assisting the City of Fort Lauderdale employees with sizing and selection of Safety Shoes and Boots shall be sufficiently trained and possess the knowledge and experience to advise proper fitting and correct application for all areas of usage (water, concrete, construction, electrical, grease/oil, chemical, etc.)

BIDDER PROPOSAL PAGE

Bid # 483-9995

BIDDER (COMPANY) NAME _____

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be on this page. Pricing MUST include delivery and be quoted FOB: Destination.

<u>ITEM</u>	<u>Manufacturer Line</u>	<u>Discount From Manufacturer's List Offered in percent (%)</u>	<u>Price List Number</u>	<u>Dated</u>
1.	Bates Uniform Footwear <u>Optional:</u> Additional Cost for Special Sizes(If Any): _____ List range of Special Sizes: _____	_____ (%)	_____	_____
2.	Caterpillar <u>Optional:</u> Additional Cost for Special Sizes(If Any): _____ List range of Special Sizes: _____	_____ (%)	_____	_____
3.	Dickies <u>Optional:</u> Additional Cost for Special Sizes(If Any): _____ List range of Special Sizes: _____	_____ (%)	_____	_____
4.	Dr. Martens Industrial <u>Optional:</u> Additional Cost for Special Sizes(If Any): _____ List range of Special Sizes: _____	_____ (%)	_____	_____
5.	Dunham by New Balance <u>Optional:</u> Additional Cost for Special Sizes(If Any): _____ List range of Special Sizes: _____	_____ (%)	_____	_____
6.	Durango <u>Optional:</u> Additional Cost for Special Sizes(If Any): _____ List range of Special Sizes: _____	_____ (%)	_____	_____
7.	Footholds Slip-Resistant Shoes <u>Optional:</u> Additional Cost for Special Sizes(If Any): _____ List range of Special Sizes: _____	_____ (%)	_____	_____

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- 8. FootRests _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 9. Guardsman _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 10. Harley-Davidson Footwear _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 11. Hush Puppies Professionals _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 12. HYTEST Safety Footwear _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 13. Iron Age _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 14. Knapp _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 15. LEHIGH _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 16. LUGZ _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____
List range of Special Sizes: _____
- 17. RANGER _____ (%) _____
Optional:
Additional Cost for Special Sizes(If Any): _____

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List range of Special Sizes: _____

18. REDWING _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

19. Ridge Outdoors Air Tac Boots _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

20. Rockport _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

21. Rocky _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

22. SERVUS _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

23. Skechers Work _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

24. Stanley Footgear _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

25. Thorogood Shoes _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

26. Timberland Pro Series _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

27. Wolverine Boots and Shoes _____ (%) _____

Optional:

Additional Cost for Special Sizes(If Any): _____

List range of Special Sizes: _____

OTHER MANUFACTURERS NOT LISTED ABOVE

- 28. _____ (%) _____
- 29. _____ (%) _____
- 30. _____ (%) _____
- 31. _____ (%) _____
- 32. _____ (%) _____
- 33. _____ (%) _____
- 34. _____ (%) _____
- 35. _____ (%) _____

OPTIONAL ITEMS

- A. INSOLES _____ (%) _____
- B. LACES _____ (%) _____

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by: (signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:

City State: Zip

Telephone No. FAX No.

E-MAIL:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.

Variances:

revised 3-13-08