

Meeting Date: 3/8/16

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid L-17-16, Safety Shoes, to all responsive bidders: Gold Nugget Uniform d/b/a Argo Uniform Co., Red Wing Brands of America, Inc., Ritz Safety LLC Safety Shoe Distributors L.L.P., Sole Brothers, Inc. d/b/a Red Wing Shoes for annual open-end contracts, to be paid for from budgeted funds in various department budgets; total anticipated annual expenditure \$59,454.

Summary of Purpose and Why:

Bid L-17-16 was issued to establish annual, open-end contracts for the purchase of safety shoes per Union contracts and Department requirements. Multiple contract awards will be made to provide Departments the flexibility to ensure their employees have quality shoes with good fit at prices less than those charged to retail customers. Bid awards are recommended to all responsive bidders at the discounted prices bid: Gold Nugget Uniform d/b/a Argo Uniform Co., Red Wing Brands of America, Inc., Ritz Safety LLC (Local Pompano Beach Business), Safety Shoe Distributors L.L.P., and Sole Brothers, Inc. d/b/a Red Wing Shoes. The contract period is one year, commencing upon award by the Commission, with contract renewal possible as stated in the bid specifications. Based on past purchases by all Departments, the annual expenditure for safety shoes from all vendors may total \$59,454. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Otis J. Thomas, General Services Director 954 786-4098
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: As needed, from budgeted funds each department's clothing expenditure account.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
General Services	<u>2/22/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>2/25/16</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>2/26/16</u>	<u>Approve</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

MEMORANDUM

Purchasing #16-052
February 22, 2016

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director
From: Cassandra LeMasurier, Purchasing Supervisor *CL*
Subject: Award Bid L-17-16, Safety Shoes

Contract Need/Background

Bid L-17-16 was issued to establish annual contracts for the purchase of safety shoes, as needed, by all City departments that require their employees to wear safety shoes. Bidders proposed discounted pricing for safety shoes, for mail order, pick up from local store, and shoemobile delivery. Departments open one or more Purchase Orders to vendors for the purchase of safety shoes after reviewing the discounted pricing offered by all bidders and the types of shoes offered. The multiple contract awards allow departments the flexibility to ensure their employees have quality shoes with a good fit at a price less than that charged to retail customers. Each department determines the amount to be paid toward a pair of shoes based on the applicable Union contract and their department budget. The employee must pay any amount due to the vendor in excess of their department's allowance.

Attached you will find copies of the bid tabulation, and bid solicitation document.

Bidders List

The Bidders List was created by using companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books. The General Services Department conducted outreach to three (3) Pompano Beach companies that carry safety shoes to notify them of this bid opportunity.

Number of complete bids received5

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page and sent to all registered bidders by email.

Purchasing #16-052
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February 22, 2016

Funding

The total annual value of this contract, based on past expenditures by all departments with all contracted shoe vendors, is estimated to be \$59,454. Purchases of safety shoes will be made, as required by all Departments, from budgeted funds in the appropriate clothing expenditure account.

Award Recommendation

It is recommended that one-year contract awards be made to all bidders responding to Bid L-17-16 based upon the discounted pricing offered: Gold Nugget Uniform d/b/a Argo Uniform Co., Red Wing Brands of America, Inc., Ritz Safety LLC (Local Pompano Beach Business), Safety Shoe Distributors L.L.P., and Sole Brothers, Inc. d/b/a Red Wing Shoes. The contract period will be one (1) year, commencing upon award by the Commission. The contract may be renewed for three (3) additional periods, subject to the terms and conditions contained in the bid specifications.

enclosures

cc: file

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: L-17-16 Title: Safety Shoes

Date 2/17/2016

Bidder:	Gold Nugget Uniform dba Argo Uniform Co. 101 N Dixie Hwy. Hallandale Beach, FL 33009	Red Wing Brands of America, Inc. 314 Main Street Red Wing, MN 55066	Ritz Safety LLC 2200 W Copans Road Pompano Beach, FL 33069
Address for pick up of shoes:	101 N Dixie Hwy. Hallandale Beach, FL 33009	5436 W Sample Rd., Margate, FL 33073, 2828 N University Dr., Sunrise, FL 33322	2200 W Copans Road Pompano Beach, FL 33069
Warranty information:	provided	provided	provided
Minimum order amount mail order with free delivery/shipping:	no minimums	No mail ordering allowed	none
Minimum anticipated expenditure required to schedule a shoemobile visit:	Do not provide a shoemobile service	\$2,000	Do not provide a shoemobile service
Extend prices to other governmental entities?	yes	yes	yes
<u>Catalogs:</u>	Bates, Haix, Thorogood	Red Wing Shoes (3 catalogs)	Timberland Pro, Georgia Boot, Thorogood, Work Zone, Reebok, Rockport Works, Warson Brands (Iron Age, Grabbers, Knapp), Florsheim Work
Price list:	January and February 2016	Price List 01/16	Price List 01/16
Percentage discount allowed from list prices:	15%	12%	15%
Discount is for:	mail order or pick up from local store	pick up from local store or shoemobile	mail order or pick up from local store
<u>1) Catalog:</u>	Bates 2015 Product Guide		Timberland Pro Spring 2016
Price list:	Price list 02/16		Price List 07/15
Percentage discount allowed from list prices:	15% of MAP		15%
Discount is for:	mail order or pick up from local store		mail order or pick up from local store

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: L-17-16 Title: Safety Shoes

Date 2/17/2016

Bidder:	Gold Nugget Uniform dba Argo Uniform Co. 101 N Dixie Hwy. Hallandale Beach, FL 33009	Red Wing Brands of America, Inc. 314 Main Street Red Wing, MN 55066	Ritz Safety LLC 2200 W Copans Road Pompano Beach, FL 33069
<u>2) Catalog:</u>	Haix USA & Canada Collection 2014		Georgia Boot 2015 Catalog
Price list:	Price List 01/16		Price List 01/16
Percentage discount allowed from list prices:	15% off list price		15%
Discount is for:	mail order or pick up from local store		mail order or pick up from local store
<u>3) Catalog:</u>	Thorogood Uniform Footwear 2015		Thorogood 2016 Work Footwear
Price list:	Price List 01/16		Price List 01/16
Percentage discount allowed from list prices:	15% of MAP		15%
Discount is for:	mail order or pick up from local store		mail order or pick up from local store
<u>4) Catalog:</u>			Work Zone
Price list:			Price List 01/16
Percentage discount allowed from list prices:			15%
Discount is for:			mail order or pick up from local store
<u>5) Catalog:</u>			Reebok 2016 Occupational Footwear Catalog
Price list:			Price List 01/16
Percentage discount allowed from list prices:			15%
Discount is for:			mail order or pick up from local store
<u>6) Catalog:</u>			Rockport Works 2016 Occupational Footwear
Price list:			Price List 01/16
Percentage discount allowed from list prices:			15%

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: L-17-16 Title: Safety Shoes

Date 2/17/2016

Bidder:	Gold Nugget Uniform dba Argo Uniform Co. 101 N Dixie Hwy. Hallandale Beach, FL 33009	Red Wing Brands of America, Inc. 314 Main Street Red Wing, MN 55066	Ritz Safety LLC 2200 W Copans Road Pompano Beach, FL 33069
Discount is for:			mail order or pick up from local store
<u>7) Catalog:</u>			Warson Brands 2016 Occupational Footwear (Iron Age, Grabber, Knapp)
Price list:			Price List 01/16
Percentage discount allowed from list prices:			15%
Discount is for:			mail order or pick up from local store
<u>8) Catalog:</u>			Florsheim Work 2016 Occupational Catalog
Price list:			Price List 01/16
Percentage discount allowed from list prices:			15%
Discount is for:			mail order or pick up from local store

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: L-17-16 Title: Safety Shoes

Date 2/17/2016

Bidder:	Safety Shoe Distributors, LLP 6932 NW 72 Avenue Miami, FL 33166	Sole Brothers dba Red Wing Shoes 5436 W Sample Road Margate, FL 33073
Address for pick up of shoes:	6932 NW 72 Avenue Miami, FL 33166	5436 W Sample Road Margate, FL 33073
Warranty information:	provided	provided
Minimum order amount mail order with free delivery/shipping:	1 pair of safety shoes	\$50
Minimum anticipated expenditure required to schedule a shoemobile visit:	\$1,200	\$1,000
Extend prices to other governmental entities?	yes	yes
<u>Catalogs:</u>	Hystest Safety Footwear Network(Hytest Footrests, Wolverine, CAT, Harley-Davidson Motor Cycles, Hush Puppies Professionals, Bates, Merrell), Timberland Pro, Tegopro, Puma Safety, Reebok, Florsheim Work, Rockport Works, Warson Brands (Iron Age, Grabbers, Knapp)	Red Wing Shoes, Irish Setter, Worx
Price list:	Price list 2015 and 01/2016	Price List 01/16
Percentage discount allowed from list prices:	5% - 30%	10% - 20%
Discount is for:	mail order, pick up from local store, and shoemobile	mail order, pick up from local store, and shoemobile
1) <u>Catalog:</u>	Hytest Safety Footwear Network 2016 (Hytest Footrests, Wolverine, CAT, Harley-Davidson Motor Cycles, Hush Puppies Professionals, Bates, Merrell)	Red Wing
Price list:	01/16 National Price List	Price List 01/16
Percentage discount allowed from list prices:	30%	20%
Discount is for:	mail order, pick up from local store, and shoemobile	mail order, pick up from local store, and shoemobile

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: L-17-16 Title: Safety Shoes

Date 2/17/2016

Bidder:	Safety Shoe Distributors, LLP 6932 NW 72 Avenue Miami, FL 33166	Sole Brothers dba Red Wing Shoes 5436 W Sample Road Margate, FL 33073
<u>2) Catalog:</u>	Timberland Pro 2015 PPE Guide	Irish Setter
Price list:	Price List Fall 2015	Price List 01/16
Percentage discount allowed from list prices:	18%	10%
Discount is for:	mail order, pick up from local store, and shoemobile	mail order, pick up from local store, and shoemobile
<u>3) Catalog:</u>	Tegopro Professional Protection Spring 2016	Worx
Price list:	Price List 01/15	Price List 01/16
Percentage discount allowed from list prices:	5%	10%
Discount is for:	mail order, pick up from local store, and shoemobile	mail order, pick up from local store, and shoemobile
<u>4) Catalog:</u>	Puma Safety 2016	
Price list:	2016 Price List	
Percentage discount allowed from list prices:	12%	
Discount is for:	mail order, pick up from local store, and shoemobile	
<u>5) Catalog:</u>	Reebok 2016 Occupational Footwear Catalog	
Price list:	25%	
Percentage discount allowed from list prices:	Price List 01/16	
Discount is for:	mail order, pick up from local store, and shoemobile	
<u>6) Catalog:</u>	Florsheim Work 2016 Occupational Catalog	
Price list:	Price List 01/16	
Percentage discount allowed from list prices:	25%	

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: L-17-16 Title: Safety Shoes

Date 2/17/2016

Bidder:	Safety Shoe Distributors, LLP 6932 NW 72 Avenue Miami, FL 33166	Sole Brothers dba Red Wing Shoes 5436 W Sample Road Margate, FL 33073
Discount is for:	mail order, pick up from local store, and shoemobile	
<u>7) Catalog:</u>	Rockport Works 2016 Occupational Footwear	
Price list:	Price List 01/16	
Percentage discount allowed from list prices:	20%	
Discount is for:	mail order, pick up from local store, and shoemobile	
<u>8) Catalog:</u>	Warson Brands 2016 Occupational Footwear (Iron Age, Grabbers,	
Price list:	Price List 01/16	
Percentage discount allowed from list prices:	15%	
Discount is for:	mail order, pick up from local store, and shoemobile	



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID L-17-16 -- SAFETY SHOES

January 12, 2016

The City of Pompano Beach is currently soliciting bids to establish annual contracts for the purchase of safety shoes as needed. Sealed bids will be received until **2:00 p.m. (local), February 17, 2016**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish annual, open-end contracts for the purchase of safety work shoes and boots, with and without steel toes, for use by various City departments. Shoes will be required for both male and female personnel, and should be manufactured using appropriate patterns. Vendors must normally maintain an ample range of styles and sizes for both male and female shoes.

When necessary, footwear shall meet all O.S.H.A. and City requirements. All items shall be new and unused, manufacturer's latest production, carry manufacturer's standard warranty, and be of the best quality and highest grade of workmanship.

B. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The contract will be renewed for three additional one-year periods, unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the current contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. 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 product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. Shoes will be ordered as needed.

Bidders should indicate in their proposal the minimum order required for free delivery (if shoes are ordered), and the minimum anticipated expenditure required to schedule a shoemobile visit.

D. Basis of Award

Contract award will be based on the percentage discount(s) offered, and/or discounted price lists. In order to meet the needs of the City, contract awards will be made to multiple vendors. The City will be the sole judge of acceptability or non-acceptability of a bidder's proposal.

E. Pricing

Bid pricing should be submitted as a discount from a published price list, or as firm discounted unit pricing of identified styles, or a combination of both pricing methods.

If bidding a discount, such discount must be a fixed discount from a current published price list. Discount(s) offered must be held firm for the entire period of the contract.

If bidding firm discounted unit pricing for identified styles, such discounted pricing must be held firm for the entire contract.

One copy of each catalog and price list should be submitted with your bid. In addition, successful bidders will be required to furnish additional catalogs and price lists, after bid award. Catalogs may be provided in electronic form.

If bidding on safety shoes to be delivered, prices bid shall be F.O.B. destination/delivered (all freight charges included in cost of shoes), to any City department, as indicated on each individual order. Bidders are to state the minimum order required for free delivery.

F. Delivery

Bids shall be based on either pick-up at bidder's place of business, or delivery to any location within the City of Pompano, or pre-arranged shoemobile visits to City site(s).

For items to be delivered, bidders are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The ordering department must be notified of any "backorders" immediately, as employees cannot be without safety shoes for any extended length of time.

The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

G. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to the City's website.

H. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

I. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
www.pompanobeachfl.gov.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

J. Price Adjustment - Discount Percentages

The percentage discount offered shall be applied to the price list submitted with bid. In the event revisions are made to the price list(s) or catalog(s) submitted with the bid, the vendor must forward this information to the Purchasing Division, with a written request that they be considered a replacement for the catalog(s) and price list(s) currently in effect. This written request must state the effective date of any such revision, and must be received by the City of Pompano Beach not less than ten (10) days prior to the effective date of same.

The City will notify the contractor in writing only in the event of non-acceptance of the submission. In the event of non-acceptance, the contract will be deemed terminated as of the close of business the day prior to effective date of change as stated in contractor's submission. In the event of acceptance by the City, the revisions will be effective as of the date stated in letter of submission.

THE CITY WILL ACCEPT ONLY ONE REVISION TO THE PRICE LIST DURING ANY ONE-YEAR CONTRACT PERIOD. The percentage discount offered at time of submission of bid is not subject to any reduction during the contract period. THE PRICES APPLICABLE TO ANY ORDER ARE THOSE THAT WERE IN EFFECT ON THE DATE OF ISSUANCE OF THE ORDER BY THE CITY.

If bidding firm discounted unit pricing for identified styles, rather than a discount from price list, such pricing must be held firm for the first year of the contract, and may only be changed once annually, with notice to be provided to the City as above.

K. Shoes to be Picked Up

For those bidders located a reasonable distance from the City of Pompano Beach, employees may choose to pick up shoes, rather than have them delivered.

Contractors who allow employees to pick up shoes at their store must agree to the following procedure:

The City pays an established amount for safety shoes based upon provisions contained in current Union contracts. Each department/division will establish a Purchase Order for the purchase of safety shoes, and each Purchase Order will explain how much that department/division will pay toward safety shoes. Employees must pay any excess between their department/division's allowance, and the actual cost of the shoes, when they pick up the shoes. Contractor agrees to invoice the City for the net amount due, showing the City's Purchase Order number, employee's name, exact style of footwear, the amount paid by the employee, and the amount to be paid by the City. A Purchase Order is required for ALL orders. All tickets must be signed by employee and name printed under signature.

All prices charged to City employees for safety shoes are to be the prices bid by the vendor to the City in this bid.

L. Warranty

Bidders should include a copy of each shoe manufacturer's standard warranty with their bid. Describe how your company process warranty claims for defective shoes in your Bid Proposal.

M. Shoemobile Service

All shoemobile service will only be scheduled upon request of a specific City department/division. No unscheduled visits will be allowed. Bidders must clearly state in their Proposal the price schedule to apply to shoes purchased through a shoemobile visit, and shall describe the range of styles and sizes carried by the shoemobile.

The purchase procedure through a shoemobile shall be identical to that outlined above for shoes to be picked up from a fixed store.

Any vendor providing shoemobile service must provide proof of insurance as specified.

N. Insurance

The contractor shall not commence operations (shoemobile service) pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY		
<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
XX products/completed		
operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
damage		
XX independent contractors		
XX personal injury	personal injury	
<hr/>		
AUTOMOBILE LIABILITY		
<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>		
	bodily injury	
	(each person)	
	bodily injury	
XX comprehensive form	(each accident)	
XX owned	property damage	
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	
<hr/>		
REAL & PERSONAL PROPERTY		
XX comprehensive form		Organization must show proof they have this coverage.
<hr/>		
EXCESS LIABILITY		
— umbrella form	bodily injury and	
— other than umbrella	property damage	
	combined	
		\$2,000,000.
		\$2,000,000.
<hr/>		

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Bidder Name _____

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

O. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

 City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by facsimile will not be accepted.
2. Completion of Bid Forms

 Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

 All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

4. Prices to be Firm

 Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

 If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

 This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

 In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

- 9. Brand Names
Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
- 10. Default Provisions
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
- 11. Samples
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
- 12. Acceptance of Materials
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
- 13. Manufacturers' Certifications
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
- 14. Copyrights and Patent Rights
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
- 15. Laws and Regulations
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

- 16. Taxes
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.
- 17. Conflict of Instructions
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
- 18. Exceptions to Specifications
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
- 19. Warranties
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
- 20. Retention of Records and Right to Access Clause
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
- 21. Facilities
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
- 22. Anti-collusion Statement
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

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

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Complete the following information for each manufacturer offered. Make a copy of this page if necessary.

DESCRIPTION AND DISCOUNT:

CATALOG: _____

(Name of Manufacturer or other Identification)

PRICE LIST: _____

(Date and Number)

PERCENTAGE DISCOUNT ALLOWED FROM LIST PRICES: _____

This discount is for: _____ Mail Order _____ Pick Up from Local Store _____ Shoemobile

DESCRIPTION AND DISCOUNT:

CATALOG: _____

(Name of Manufacturer or other Identification)

PRICE LIST: _____

(Date and Number)

PERCENTAGE DISCOUNT ALLOWED FROM LIST PRICES: _____

This discount is for: _____ Mail Order _____ Pick Up from Local Store _____ Shoemobile

DESCRIPTION AND DISCOUNT:

CATALOG: _____

(Name of Manufacturer or other Identification)

PRICE LIST: _____

(Date and Number)

PERCENTAGE DISCOUNT ALLOWED FROM LIST PRICES: _____

This discount is for: _____ Mail Order _____ Pick Up from Local Store _____ Shoemobile

Bidder Name _____

(One copy of each catalog and price list should be included with your bid.)

If proposing fixed prices for specific styles include a detailed list with style numbers and prices with your bid. Indicate if prices are for mail order, pick up from local store, or shoemobile service.

If prices for shoemobile sales are different from those stated above, describe pricing completely in an attachment to your bid.

State address of your store for pick up of shoes by City employees:

Describe in detail how your company handles warranty claims for defective shoes (including proof of purchase, time limits, types of damage excluded, etc.):

Include a copy of each shoe manufacturer's warranty with your bid proposal.

Minimum Order Amount Mail Order with free delivery/shipping: \$ _____

Minimum anticipated expenditure required to schedule a shoemobile visit: \$ _____

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

_____ Yes _____ No

Bidder Name _____

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Name & address of company submitting bid:

.....
.....
..... zip

Federal Employer Identification #:

Telephone number:

"Fax" number:

Email:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

Bidder Name _____

**L-17-16, SAFETY SHOES
STATEMENT OF NO RESPONSE**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____