



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

January 22, 2015

ADDENDUM #2, BID E-20-15

DEVELOPMENT SERVICE DEPARTMENT UNIFORMS

To Whom It May Concern,

Please review the following questions submitted by potential bidders, and answers from the City.

Q1: Is it mandatory that Lands' End have an employee on site to take measurements? We do not have field reps in your area.

Response: No, it is not mandatory. However the City reserves the right to require measurements.

Q2: If awarded the business, can we expect one bulk order, or multiple orders over a period of time such as one year?

Response: At least one bulk order, plus as-needed orders pursuant to staffing needs.

Q3: See attached, would you be able to sign to the agreed modification of the terms? (Language from attached is below.)

Lands' End Business Outfitters is committed to working with Pompano Beach on terms and conditions that are acceptable to each party. Accordingly, as requested, we have reviewed documents and attached a chart of preliminary concerns in the template provided. It is important to note however, that it is impossible to completely determine what terms are acceptable and which are not in the absence of agreement on business terms and a complete understanding of the program desired by Pompano Beach.

As a result, our understanding and initialing of the pages on the Agreement provided should not be construed as an absolute acceptance of each and every term contained therein. Based on what we know about the proposed business arrangement, we do not anticipate any substantial additional changes other than those proposed in the attached chart, but we simply cannot evaluate the acceptability of the agreement in the absence of a complete understanding of the final business terms and requirements and without a review of the entire agreement.

Section II – General Conditions

Contract Section	Suggested Changes
Section 8	Quality. This section should read that the items “shall comply with the specifications or approved samples”
Section 10	Default Provisions. Lands’ End cannot agree to be responsible for the cost of the City procuring the items elsewhere. This section needs to be struck.
Section 11	Samples. Need clarification on the last line of this Section. Does it mean that we have to get the samples shipped to you? In which case, that is acceptable.
Section 13	Manufacturers’ Certifications. Lands’ End is the Manufacturer. We do not disclose our vendor/suppliers.
Section 16	Lands’ End would like any renewal option to be upon mutual agreement of the parties and not just at the sole option of the Postal Service.
Section 15	Laws and Regulations. We are not familiar with the ordinances of the City of Pompano Beach and would require the City to inform us (prior to entering into any agreement) of the applicable ordinances.
Section 23	Indemnification. To the extent that Lands’ End is applying any logos/trademarks to the items, we would want indemnification from the City with respect to any claims arising from use of the City’s intellectual property as authorized.
Section 29	Termination. Seven days seems very short. Can the notice requirement be longer?
Section 31	Governing Procedures. Can a copy of the City’s General Services Procedures Manual (or applicable sections) be provided to Lands’ End for review?
Section 33	Invoicing/Payment. Lands’ End’s payment terms (when net terms have been approved by Lands’ End) are Net 30.
Section 38	Public Records. Would like to better understand what documents/information falls into or is subject to the Public Records provision. There is certain Lands’ End information which is proprietary to Lands’ End and we would not disclose.

Response:

3.1 Please refer to Section I.K Brands and Section II.8 Quality of the bid document. Modifications are not permitted.

3.2 Please refer to Section II.10 Default Provisions. Modifications are not permitted.

3.3 Please refer to Section II.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."

3.4 Please refer to Section II.13 Manufacturers' Certifications. If Lands' End is the manufacturer, you would provide the Manufacturers' Certification.

3.5 Section II.16 refers to Taxes. There is no contract period or renewal option specified in the bid document.

3.6 The ordinances of the City of Pompano Beach are available on the City's website <http://www.pompanobeachfl.gov>. To view the City of Pompano Beach ordinances click on the hyperlink text City Charter / Code of Ordinances at the bottom of the website homepage.

3.7 Please refer to Section II.23 Indemnification. The City of Pompano Beach has legal rights to the City logo referenced in Section I.L(4) Item Specifications.

3.8 Please refer to Section II.29 Termination. Modifications are not permitted.

3.9 The City's General Services Procedures Manual can be reviewed at the City of Pompano Beach Purchasing Office and is also available on the Purchasing page of the City of Pompano Beach website <http://www.pompanobeachfl.gov>, in the Forms and Links section. Please refer to the hyperlink text Procedure Manual to view the document.

3.10 Please refer to Section II.33 Invoicing/Payment. Modifications to payment terms are not permitted.

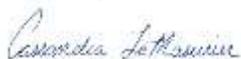
3.11 Please refer to Section II.38 Public Records and Section II.20 Retention of Records and Right to Access Clause. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. Chapter 119 of the Florida States can be viewed on the Florida Legislature website: <http://www.leg.state.fl.us/statutes/>.

Addendum #2 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the area provided on Page 13 of the bid.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 28, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,



Cassandra LeMasurier, Purchasing Supervisor

cc: website, file