## <u>DEPARTMENTAL INPUT</u> <u>CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION</u>

New □ OTF	R □ Sole Source	□ Bid Waiver	<u>□ Emergency</u> Contract	Previous Co FB-01730	ontract/P	Project No.
<u>□ Re-Bid</u> <u>□ Ot</u>				AGE APPLIES	S: <u> </u>	ES <u>⊠</u> NO
Requisition No./Proje	ect No.: RQI	D2000137/ FB-01	730 TERM OF CONTRACT	5 Years		
Requisition / Project	Title: Safety	Shoes and Boots				
<u>Description:</u> The purpose of this solicitation is to establish a contract to provide safety shoes and boots on an as needed basis for Miami-Dade County (County).						
Issuing Department:	Various	Contact Person:	Various	<u> </u>	Phone:	Various
Estimate Cost: \$	8,000,000	Funding Source:	GENER <i>i</i>	L FEDERAL		OTHER Various
ANALYSIS  Commodity Codes: 800-72 800-86 800-88 962-80						
			<u>2</u> ND	<u>YEAR</u>		3 <sup>RD</sup> YEAR
Comments:						
		Sub-c	ontractor goal	Bid preference		Selection factor
Basis of recommendation:	If competition	•	and qualification revendors who meet	the specified q		
			Date sent to SB  Date returned to			Revised April 2005

## **SECTION 2 - SPECIAL TERMS AND CONDITIONS**

## 2.1 PURPOSE

The purpose of this solicitation is to establish a contract to provide safety shoes and boots on an as needed basis for Miami-Dade County (County).

## 2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the blanket purchase order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the twenty-four (24) month term.

## 2.3 METHOD OF AWARD

Award of this contract will be made to a maximum of two responsive, responsible bidders per manufacturer's brand, who meet the criteria listed below and who offer the highest percentage discount off of the Manufacturer's Suggested Retail Price (MSRP) list. The MSRP must be provided directly from the manufacturer within one week of the bid opening date. Failure to comply with this requirement may result in the affected brand not being included in the initial award of the contract. The price list must be common to and accepted by the industry in general.

## **Qualifications**

2.3.1a Bidder(s) shall have a store (brick and mortar) located within Miami-Dade County. Bidder(s) shall provide as proof of location a copy of their local tax receipt.

#### And/or

2.3.1b Bidder(s) shall have the capability to provide a mobile unit and an internet website. Bidder(s) claiming to have a mobile unit as their place of business must be able to provide services on a regularly scheduled basis (or at mutually agreed upon times). Bidder shall provide a website landing page as proof.

Vehicle shall be equipped with inventory and personnel capable of fitting and sizing County employees with various styles of shoes and boots and provide for delivery of special orders as required. Bidder(s) shall submit a detailed list of mobile unit(s) description (i.e. size, make, model), and a copy of latest Vehicle Registration documentation. If vehicle is leased, a copy of a long term lease (minimum of 1 year), and a description of the vehicle.

- 2.3.2 Bidder(s) shall provide proof from the Original Equipment Manufacturer (OEM) or an approved representative of the OEM brands listed, designating the Bidder as an agent, distributor or reseller. Proof may be provided in any of the following forms:
  - A. A signed letter of authorization dated within one (1) year of the Bidders submittal designating the Bidder as an agent, distributor or reseller.
  - B. Indication on the manufacturer's or approved representative's website, listing the Bidder as an agent, distributor or reseller.
  - C. Executed agreements between the Bidder and the manufacturer to sell the brands listed in the submittal.

2.3.3 Bidder(s shall provide contact information to include name, email address and phone number for company representative who can be contacted Monday through Friday from 8:00 a.m. to 5:00 p.m. for placing orders.

### 2.4 PRICES

With the exception of increases to the discount awarded, the percentage discount shall be fixed and firm for the duration of the Contract. Ninety (90) days prior to the end of each contract year, the shoe manufacturer must submit a new MSRP list to ISD/SPD at 111 N.W. 1 Street, Suite 1300, Miami, FL. 33128-1974 (Attention L. Williams-Canty). If accepted these MSRP's will become effective the first day of the new contract year. Failure to provide new MSRP's at the appropriate time will result in no adjustment in the base price for the following year.

#### 2.5 INSURANCE

TBD by Risk

## 2.6 **DELIVERIES**

County employees expect to take delivery of shoes the day they try them on. It is the Awarded Bidder(s) responsibility, to sell only the type of shoes or boots authorized by the County for its employees on the County voucher or purchase order. On occasion, footwear may not be in the Awarded Bidder's inventory. In those instances, the Awarded Bidder(s) shall deliver the ordered footwear within thirty calendar days.

Delivery must be made within ten calendar days of the order being placed for all Internet sales. Delivery and return charges are not acceptable. Awarded Internet Bidder(s) must provide a pre-paid return label with all deliveries.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to, except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

## 2.7 RETURNS

Returns within thirty (30) days of receipt of the order shall be accepted by the company for full credit. Replacement items or credit must be processed within seven (7) days of receipt of returned item.

Should the Awarded Bidder(s) to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the order, purchase the goods elsewhere and charge the incumbent bidder with re-procurement costs.

## 2.8 EMPLOYEE PAYMENT

The maximum allowable reimbursement cost is one hundred dollars (\$100.00) and quantity of one (1) provided by the County shall not be exceeded during each eligible employee footwear allowance cycle. Each first (1st) one hundred dollars (\$100.00) for each transaction shall be tax exempt.

All County employees shall be authorized to pay the difference between the amount authorized in the voucher/purchase order and the discounted price of the shoe, this payment may be made via cash, check or the employee's credit card.

## 2.9 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA) Regulation 29, CFF part 1910-136, American Society for Testing Material (ASTM) International Standards, F2412-11 and F2413-11, Current Edition and the National Institute of Occupational Safety Hazards (NIOSH).

## 2.10 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 Awarded Bidder(s) to the County. It shall be the responsibility of the Bidder to notify the County of such rebates and/or special promotions during the contract term.

Special promotions shall be offered by the Awarded Bidder(s) to the County 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 special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

#### 2.11 ACCEPTANCE OF PRODUCTS BY THE COUNTY

The service(s) to be provided hereunder shall be in full compliance with the manufacturer specifications and requirements. If the Awarded Bidder's service is determined not to meet the manufacturer specifications and requirements and operating at optimal functionality, either prior to acceptance or upon initial inspection, the County shall deem the job as incomplete. The Bidder(s) shall continue work until the County has deemed the job as successfully meeting specification outlined and has accepted an invoice for said job completion.

## 2.12 SUBSTITUTION OF ITEMS

Substitute styles may be considered during the contract term for discontinued models. Substituted products delivered, or provided to the County without prior approval are prohibited and, may be returned at the Awarded Bidder's expense, and may lead to termination of the contract.

In the event the product specified can no longer be provided for reasons beyond the Awarded Bidder's control (i.e. product discontinuance), the Awarded Bidder(s) shall provide an alternate product request to the County. The substituted product must meet (or exceed) the specifications applicable to the originally specified product. A product sample for review may be required by the County prior to acceptance.

#### 2.13 PURCHASE OF ADDITIONAL BRANDS

While the County has listed certain brands in Section 3.2 of this solicitation to be utilized by County departments in conjunction with their operations, there may be additional brands that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the Awarded Bidder(s) to obtain a price quote for similar additional items. The County reserves the right to award these additional brands to the Awarded Bidder(s) or to acquire the items through a separate solicitation.

## **SECTION 3 – TECHNICAL SPECIFICATIONS**

## 3.1 SCOPE OF WORK

It is the intent of this solicitation to establish a contract to provide safety shoes and boots for Miami-Dade County (County) on an as needed basis. Awarded Bidder(s) shall be required to furnish, supply and provide fitting, in addition to a facility, tools, equipment and personnel required to size and fit County employees.

## 3.2 MANUFACTURERS/BRANDS

The following are some of the manufacturer's/brands of footwear that Miami-Dade purchases, the list is provided for information purposes only, additional brands may be proposed for use.

5.11 Tactical Haix Puma Safety Wear

Ariat Harley-Davidson Footwear Red wing
Avenger HYTEST Safety Footwear Redback
Bates Uniform Footwear Irish Setter Reebok
Belleville Iron Age Rhino
carhartt Ironwear Ridge

Caterpillar Keen Rockport Works

Cofra Knapp Rocky Duty and Works

Danner LaCrosse Saloman

Dickies Magnum Sketchers Work

Dr. Martens Industrial Mellow Walk Sperry

Florsheim Merrell Thorogood Shoes
Genuine Grip Footwear Nautilus Safety Footwear Timberland Pro Series

Georgia Boot Nord Trail Under Armour

Grabbers Original Swat Wolverine Boots and Shoes

## 3.3 GENERAL REQUIREMENTS

- 1. Awarded Bidder(s) shall have the ability to provide a variety of shoes and boots in both men's and women's sizes, in medium and wide widths.
- 2. All footwear shall be constructed of durable and commercially acceptable materials, such as Leather, Nylon, PVC, Polyurethane, Nitrile, Rubber, or other man-made materials.
- 3. Safety shoes and boots offered shall include but are not limited to the following features:
  - a. Steel Toe to meet or exceed ASTM F2412-11 and F2413-11, Class 75 Impact & Compression Standards or latest version.
  - b. Shall meet or exceed ASTM, Metatarsal Standards, where applicable.
  - c. Shall meet or exceed ASTM, Conductive Standards, to reduce or minimize static electricity and reduce possibility of ignition of volatile chemicals or explosives, where applicable.

- d. Shall meet or exceed ASTM F1116 and F1117 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 ASTM, Puncture Resistant Standards, 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 ASTM, Electro-Static Dissipative Standards, where applicable.
- g. Shall be constructed in such a manner as to make the footwear 100% waterproof, where applicable.
- 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.
- I. 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.
- 4. Awarded Bidder(s) shall pass on all rebates and special promotions offered by a manufacturer during the term of the Contract.

## 3.4 FACILITY/MOBILE UNIT

In addition to a facility, the Awarded Bidder may include a mobile unit that will drive to various County sites, to assist in the selection, sizing/fitting and purchase. If a local store is available, the various County Departments may choose to schedule employees, as appropriate within County or Departmental Guidelines, to go to the establishment for assistance in the selection, sizing/fitting and/or purchase of the footwear.

## 3.5 SPECIAL SIZES

Shoes and boots shall be made available in sizes ranging from 7 through 13, and widths of D, E, EE, EEE (men's) and sizes 6 through 11, medium, and extra wide (women's), where applicable.

Extra charge for special shoe sizes shall be stated on the bid submittal or it shall be assumed that the price includes all sizes.

#### 3.6 PERSONNEL

All authorized personnel assisting County employees with sizing and selection of 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 (dress, sport, safety, etc.).

## 3.7 INTERNET PURCHASES

Within thirty (30) days of award, Awarded Bidder(s) providing internet sales shall provide a dedicated link within the company's website for Miami-Dade's use only.

This password protected site must show all shoes/boots available for purchase by the County, the manufacturer's suggested retail price (MSRP) from which the bidder's percentage discount will be deducted to arrive at the County's invoice price. Prices on this site may only change in accordance with paragraph 2.4 of this solicitation.

A minimum of AES128 bit encryption or above is required for the user session. This is normally accomplished through the implementation of a certificate on the web server which enables https: Session must be encrypted in its entirety, from login, through order placement and credit card acceptance. User ID's and Passwords (login credentials) must also be stored in an encrypted fashion (minimum AES 128 bit) on the vendor's infrastructure. The successful bidder shall immediately advise the County as soon as it becomes aware of any breaches to internet security.

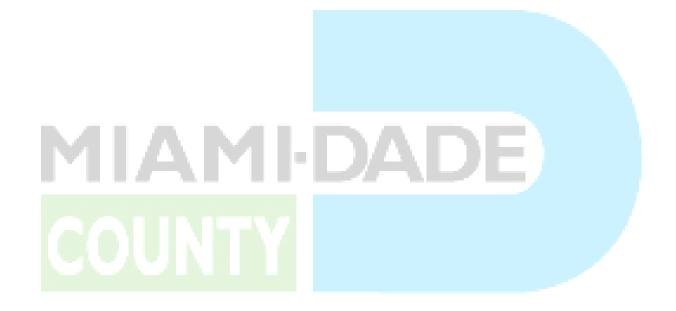
Site must be capable of capturing at a minimum; the name of the authorizing official, employee for which the item(s) is being ordered, delivery address and the identifying number of the purchase voucher, purchase order, work order number). In certain circumstances the employee is authorized to pay the difference between the amount authorized in the voucher/purchase order and the discounted price of the shoe, this payment may be made via the employee's credit card.

# SECTION 4 - BID SUBMITTAL

FIRM NAME:
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Refer to Section 2.3 to ensure that your firm's responses and attachments comply with the Solicitation's requirements.				
QUALIFICATION CRITERIA TO BE COMPLETED BY ALL BIDDERS				
2.3.1a	Bidder(s) shall have a store (brick and mortar) located within Miami-Dade County. Bidder(s) shall provide as proof of location a copy of their local tax receipt.  ———————————————————————————————————			
2.3.1b	Bidder(s) shall have the capability to provide a mobile unit and an internet website. Bidder(s) claiming to have a mobile unit as their place of business must be able to provide services on a regularly scheduled basis (or at mutually agreed upon times). Bidder shall provide a website landing page as proof.  Www			
2.3.2	Bidder(s) shall provide proof from the Original Equipment Manufacturer (OEM) or an approved representative of the OEM brands listed, designating the Bidder as an agent, distributor or reseller. Proof may be provided in any of the following forms:  A. A signed letter of authorization dated within one (1) year of the Bidders submittal designating the Bidder as an agent, distributor or reseller.  B. Indication on the manufacturer's or approved representative's website, listing the Bidder as an agent, distributor or reseller.  C. Executed agreements between the Bidder and the manufacturer to sell the brands listed in the submittal.			

Bidder(s shall provide contact information to include name, email address and phone number for company representative who can be contacted Monday through Friday from 8:00 a.m. to 5:00 p.m. for placing orders.				
Contact Name:	Contact Title:			
Phone:	Email:			
	representative who can be contacted Monday through  Contact Name:			



# PRICE SHEET

MANUFACTURERS/BRANDS	PERCENTAGE OFF OF MSRP	MANUFACTURER/ DISTRIBUTOR/ RESELLER
5.11 Tactical	%	
Ariat	%	
Avenger	%	
Bates Uniform Footwear	%	
Belleville	%	
carhartt	%	0
Caterpillar	%	
Cofra	%	
Danner	%	
Dickies	%	
Dr. Martens Industrial	%	
Florsheim	%	
Genuine Grip Footwear	%	
Georgia Boot	%	
Grabbers	%	
Haix	%	
Harley-Davidson Footwear	%	
HYTEST Safety Footwear	%	
Irish Setter	%	
Iron Age	%	
Ironwear	%	
Keen	%	
Knapp	%	
LaCrosse	%	
Magnum	%	
Mellow Walk	%	
Merrell	%	
Nautilus Safety Footwear	%	
Nord Trail	%	
Original Swat	%	
Puma Safety Wear	%	
Red wing	%	
Redback	%	
Reebok	%	
Rhino	%	
Ridge	%	

Rockport Works	%	
Rocky Duty and Works	%	
Saloman	%	
Sketchers Work	%	
Sperry	%	
Thorogood Shoes	%	
Timberland Pro Series	%	
Under Armour	%	
Wolverine Boots and Shoes	%	
Other:	%	

