



REQUEST FOR QUOTATION #16-2648BLS

SAFETY SHOES/BOOTS

DATE ISSUED: September 14, 2016

DUE DATE: September 26, 2016 at 3:00pm

Manatee County invites your participation in the following Quotation. The specifications stated herein are of the minimum requirements. All Quotations submitted shall be in accordance with the General Terms and Conditions, Specific Terms and Conditions and Minimum Technical Specifications.

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive quotations from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

TABLE OF CONTENTS:

GENERAL TERMS & CONDITIONS.....	2
SPECIFIC TERMS & CONDITIONS.....	8
MINIMUM TECHNICAL SPECIFICATIONS.....	10
BASIS OF AWARD.....	13
OFFER OF NO QUOTE	14
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIME FORM.	15
INSURANCE REQUIREMENTS.....	17
QUOTATION FORM.	22

CLARIFICATION

It shall be the responsibility of all Quoters to request any additional clarification of the contents herein. Clarification deadline is **September 20, 2016 at 3:00pm**. Clarification shall be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

Important Note: **A prohibition of Lobbying has been enacted. Please review paragraph (page 5) carefully to avoid violation and possible sanctions.**

AUTHORIZATION FOR RELEASE: 

GENERAL TERMS AND CONDITIONS

QUOTATION FORMS

Quotations shall be submitted on attached County forms, although additional pages may be attached. Quoters shall fully comply with all Quotation Documents, terms, and conditions.

AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an Information Conference or Bid Opening should contact the person named on the first page of this Quotation Document at least twenty-four (24) hours in advance of either activity.

AUTHORIZED PRODUCT REPRESENTATION

The Quoter, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The Quoter's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

CLARIFICATION & ADDENDA

Each Quoter shall examine all Request for Quotation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotations shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. 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 Request for Quotation, the County will attempt to notify all prospective Quoters who have secured same, however, it shall be the responsibility of each Quoter, prior to submitting their Quotation, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their Quotation.

CODE OF ETHICS

With respect to this Quotation, if any Quoter violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Quoter may be disqualified from performing the work described in this Quotation or from furnishing the goods or services for which the Quotation is submitted and shall be further disqualified from submitting any future Quotations or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a Quotation will be truthful. If a Quoter is determined to be untruthful in its Quotation or any related presentation, such Quoter may be disqualified from further consideration regarding this Request for Quotation.

COLLUSION

By offering a submission to this Request for Quotation, the Quoter certifies that the Quoter has not divulged, discussed or compared their Quotation with other Quoters, and has not colluded with any other Quoter or parties to this Quotation whatsoever. Also, Quoter certifies, and in the case of a joint Quotation each party thereto certifies as to their own organization, that in connection with this Quotation:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Quoter or with any competitor;
- b. any prices and or cost data quoted for this Quotation have not been knowingly disclosed by the Quoter and will not knowingly be disclosed by the Quoter, prior to the scheduled opening, directly or indirectly to any other Quoter or to any competitor;
- c. no attempt has been made or will be made by the Quoter to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition;
- d. the only person or persons interested in this Quotation, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Quotation or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by Quoter for purpose of doing business.

DISCLOSURE

Upon receipt all inquiries and responses to inquiries related to the Request for Quotation become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Quotations/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision or, 30 days after the opening of the new offers

DISCOUNTS

Any and all discounts shall be incorporated in the prices contained in the Quotation; and not shown separately. The prices as shown on the Quotation form shall be the price used in determining award(s).

DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

A person or affiliate who has been placed on the State's convicted supplier list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a Quotation, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Quotation, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit quotes, proposals, or replies on leases of real property to a public entity; s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list. may not be awarded or perform work as a supplier, 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 Florida Statute [s.287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted supplier list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and

be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Quotation Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Quotation Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

E-VERIFY

The employment of unauthorized aliens by any Awarded Quoter is considered a violation of Section 274(e) of the Immigration and Employment Act. If Awarded Quoter knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the resulting Agreement.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any quoter deemed necessary by County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by County.

The Awarded Quoter shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Awarded Quoter during the term of the Agreement; and

The Awarded Quoter shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Quotations in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

INDEMNIFICATION

The Awarded Quoter covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

IRREVOCABLE OFFER

Any Quotation may be withdrawn up until the date and time set for opening of the Quotation. Any Quotation not so withdrawn shall, upon opening, constitute an **irrevocable offer for a period of 90 days** to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the Quotations have been duly accepted by the County.

LEGAL NAME

Quotations shall clearly indicate the legal name, address and telephone number of the Quoter. Quotations shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Quoter to the submitted Quotation.

LOBBYING

After the issuance of any Invitation for Bids or Request for Quotation, prospective Quoters, proposers or any agent, representative or person acting at the request of such Quoter or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Quotations with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Quotations. This prohibition begins with the issuance of any Invitation for Bids, or Request for Quotations, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.

MATHEMATICAL ERRORS

Quotations submitted shall be based on the quantities stated on the Quotation Form. Quantities shall be used for the comparison of Quotations. Payment to the Quoter will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All Quotations shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

Local preference shall not apply to the following categories of Agreements:

1. Purchases or Agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference.
2. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

To qualify for local preference under this section, **a local business must certify to Owner** by completing an **"Affidavit as to Local Business Form"**, which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the quoter to ensure accuracy of the Affidavit as to Local Business and notify Owner of any changes affecting same.

MBE/WBE

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

MODIFICATION OF QUOTATION DOCUMENTS

If a Quoter wishes to recommend changes to the Quotation Documents, the Quoter shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the Quotation Documents. The County is not obligated to make any changes to the Quotation Documents. Unless an addendum is issued as outlined in Article A.04, the Quotation Documents shall remain unaltered. **Quoters shall fully comply with the Quotation Documents, terms, and conditions.**

QUOTATION EXPENSES

All expenses for submitting Quotations to the County are to be borne by the Quoter.

QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this Quotation, the Quoter shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Quoter shall refund to Manatee County any money which has been paid for same. The Quoter will be responsible for attorney fees in the event the Quoter defaults and court action is required.

REGULATIONS

It shall be the responsibility of the Quoter to assure compliance with any OSHA, EPA and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Quotations, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the Quotation and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the Quotation of the lowest responsive, responsible Quoter will be accepted, unless all Quotations are rejected. The lowest responsible Quoter shall mean that Quoter who makes the lowest Quotation to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Quotation Documents or otherwise required by the County, and who is fit and capable to perform the Quotation as made.

To be responsive, a Quoter shall submit a Quotation which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible Quoter, the Quoter shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Quoter to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the Quoter. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

ROYALTIES AND PATENTS

The Quoter shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Quoter shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the Quoter is prohibited from delineating a separate line item in this Quotation for any sales or service taxes. Nothing herein shall affect the Quoter's tax liability.

The Quoter shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and Regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the Quoter's normal tax liability.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: GENERAL INFORMATION, GENERAL TERMS AND CONDITIONS, SPECIFIC TERMS AND CONDITIONS, MINIMUM TECHNICAL SPECIFICATIONS OR BASIS OF AWARD, WHICH VARY FROM THE INFORMATION TO QUOTERS SHALL HAVE PRECEDENCE.

BE GREEN

All vendors/bidders/quoters/proposers (as applicable) are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that the reduced adverse effect on the environment. Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

SPECIFIC TERMS & CONDITIONS

PURPOSE

It is the intent of Manatee County to establish annual agreements to procure, on an "as required" basis, Safety Shoe/Boots for designated staff. It is the specific purpose of this quotation to establish an agreement(s) for the required footwear to secure cost and availability.

BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this Request for Quotation. Written Blanket Purchase Order(s), when accompanied by valid Release Order number(s) provided by an authorized County designee will authorize purchases on an "as required" basis.

CANCELLATION

The County reserves the right to terminate an agreement by giving 30 days written notice of intention to terminate if at any time the Awarded Quoter fails to abide by or fulfill any of the terms and conditions of the agreement. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

DELIVERY

The FOB point will be a destination within Manatee County. The quotation shall include all costs of packaging, transporting, delivery and unloading. This shall include inside delivery if requested to the designated point within the County.

On an "as required" basis, Awarded Quoter shall deliver between 8:00am and 3:00pm Monday through Friday, excluding holidays, and weekends to various locations as directed by County designee.

Awarded Quoter shall provide individual delivery tickets for each delivery and obtain authorized signatures from County's designee.

PAYMENT

Within forty-five (45) days after receipt of invoice from the Awarded Quoter, acceptance by the County, the County shall pay the total amount due. Invoices shall indicate both the Blanket Purchase Order Number and the Release Order Number.

PRICES

Quoters shall quote a firm fixed discount percent (%) off a published Manufacturer's Suggested Retail Price (MSRP) schedule.

The offered discount percent (%) off each manufacturer's suggested retail price (MSRP) schedule shall remain as quoted during the life of any resulting agreement and renewals of said agreement.

RENEWAL PERIODS

If not cancelled by the Awarded Quoter or the County, the awarded Blanket Purchase Order(s) shall be automatically renewed beyond the first twelve (12) month agreement for four (4) additional 12-month periods, not to exceed sixty (60) months. Awarded Quoters shall provide current MSRP schedules 15-30 days prior to each annual renewal period. Documentation shall be submitted to the Purchasing Department for review. If the County should consider said MSRP pricing increase unwarranted or unreasonable, the County reserves the right to refuse the proposed MSRP schedule increase or terminate the agreement with the Awarded Quoter.

Written notice of intention not to renew shall be submitted by the County or Awarded Quoter choosing not to exercise this automatic renewal ninety (90) days prior to the end of the current agreement period.

QUANTITIES

There is no guarantee, explicit or implied, of the volume of safety shoes/boots required by County staff. Release Orders shall be issued on an "as required" basis.

WARRANTY, MAINTENANCE, SERVICE AND SUPPORT

If any product delivered does not meet performance representations or other quality assurance as published by the manufacturers, producers, or distributors of such products or specification listed in this quote. Also, the Awarded Quoter shall refund to Manatee County any money which has been paid for same. The Awarded Quoter will be responsible for attorney fees in the event the Awarded Quoter defaults and court action is required.

If the Awarded Quoter cannot meet the delivery requirements of safety shoe/boots specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible Quoter or to solicit new pricing.

MINIMUM TECHNICAL SPECIFICATIONS

TYPES OF PROTECTIVE FOOTWEAR REQUIRED (Minimum but not limited to)

- ✓ Impact and Compression Resistant (Safety Toe & Steel Toe)
- ✓ Metatarsal Protection
- ✓ Puncture Resistant
- ✓ Electrical Hazard
- ✓ Electro-Static Dissipating
- ✓ Non-Conductive
- ✓ Chemical Resistant
- ✓ Waterproof
- ✓ Slip-Resistant
- ✓ Electrostatic Dissipative

GOVERNING REGULATIONS

- 1) 29 Code of Federal Regulations (OSHA regulations)
- 2) American National Standards Institute (ANSI) Z41-PT99 or most current standard

QUALIFICATIONS OF THE QUOTER

Quoter shall either be local having the principal place of business, or a fully-staffed, fully stocked branch, within fifty (50) miles of the County Administrative Building, 1112 Manatee Avenue West, Bradenton, FL 34205);

-or-

- ✓ on-site mobile unit fitting service;
- ✓ on-site secure shoe locker service, providing several applicable/appropriate footwear models in various sizes for sizing purposes and for prompt delivery after receipt of order;

Quoter or Quoter's shall be knowledgeable in all categories of occupational hazard footwear, and be able to recommend the type of footwear best-suited to protect against particular hazards (falling-object hazards, puncture hazards, electrical contact hazards, electrical/ fire/ explosion hazards, wet-walking-surfaces hazards, hot-walking surfaces hazards, welding-sparks or hot-metal-splashes hazards, chemical or corrosive hazards, etc.).

PRICES

Quoters shall quote a firm fixed discount percent (%) off a published Manufacturer's Suggested Retail Price (MSRP) schedule.

The offered percentage (%) discount off each manufacturer's suggested retail price (MSRP) schedule shall remain as quoted during the life of any resulting agreement and renewals of said agreement.

Based on the County's previous two year history, the estimated annual spent was approximately \$75,000.00 annually **for all Awarded Quoters combined.**

CATALOGUES (Local quoters only)

All local, **Awarded Quoters** shall provide to Purchasing a minimum of thirty (30) copies each of the manufacturer's current, published, annual retail catalogue for all the manufacturers they represent. Catalogues shall be delivered to Purchasing within one week of notice of award, either verbal or written, and additional copies shall be provided to users as requested. Each Awarded Quoters pricing shall be based on the percentage (%) discount offered off the manufacturers' suggested retail price (MSRP) published, annual, retail catalogue(s) for each year of said agreement.

FITTINGS – ON SITE MOBILE UNIT SERVICE

Local Awarded Quoters shall provide on-site fittings for all Manatee County personnel requiring safety boots/shoes, provided staff can be fitted in groups of ten or more at a time. Fittings shall be scheduled for not more than five (5) working days after receipt of request either written or verbal.

The larger departments, Utilities and Public Works, shall require a minimum of three scheduled on-site fittings per agreement year. Each of these large County departments have approximately two hundred (200) staff/employees that require safety boots/shoes annually.

For fittings of three persons or less, either the Awarded Quoter shall arrange to be on-site at their convenience, or the employee(s) shall be scheduled for fittings at the Awarded Quoter's place of business.

PRICE LIMITATIONS DISCLOSURE

Each County department has set its own per shoe price limit for their staff/employees that receive an issuance of annual safety shoes/boots. The limits range from one hundred dollars (\$100.00) per pair to two hundred twenty five (\$225.00) per pair, depending on the departments policies. Each department shall disclose it's per shoe limit when scheduling on-site mobile unit fittings, so that the Awarded Quoter may bring shoe styles that fall within their set policy price/range.

Employee responsibility shall be paid by the employee prior to receiving shoes/boots.

REPLACING DEFECTIVE FOOTWEAR

If any boot/shoe shows undue signs of wear (separation of sole or separation of sole from upper; breakdown of upper, or "run-over" upper, which is particularly apt to occur on boots with electrical hazard in-soles; premature "run-over" heels; premature wear of any kind) within the first six months of use, the Awarded Quoter shall replace the footwear at no cost to the County. If any of the conditions listed above occur after the initial six-month period, but within one year after the date of purchase, then the Awarded Quoter shall pro-rate refund to the County and apply it towards new footwear.

The return of any or all items to the Awarded Quoter, within ten working days from the date of receipt, shall be solely at the discretion of Manatee County. Awarded Quoter shall be required to issue a return authorization number for all such items, and no shipping or handling charges shall be applied to the returns. The return of footwear after the 10-day period due to any of the defects described would also require a return authorization number and would not be subject to shipping or handling charges. Refunds for returned merchandise shall be required to be made within thirty calendar days from the date of receiving a return authorization number.

SPECIAL-ORDER FOOTWEAR

Special-order footwear is hereby defined as:

- ✓ Any women's footwear above size 11 or in a width wider than D;
- ✓ Any women's footwear with a width narrower than an AA;
- ✓ Any men's footwear above size 13 or in a width wider than D;
- ✓ Any men's footwear with a width narrower than a C; and
- ✓ Any orthopedically-modified footwear, as long as the "orthopedic adaptation" is not an ordinary in-sole or other type of cushion available over-the-counter.

USE OF AGREEMENT BY OTHER GOVERNMENT AGENCIES

At the option of the Awarded Quoter(s), the use of the agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Awarded Quoter(s) to use this agreement shall do so independently of any other government entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted. No agency receives any liability by virtue of this quotation and subsequent agreement award.

QUOTER shall:

- 1) shall offer discount off each manufacturer's suggested retail price (MSRP) schedule as quoted during the life of any resulting agreement and renewals of said agreement;
- 2) shall prior to award, allow authorized County representatives to inspect/review, at a prearranged appointed time, and/all quoter's local store front, inventory and mobile unit(s), as deemed necessary by the County. The County also reserves the right to inspect these same amenities anytime during the said agreement;
- 3) attach additional sheets, if necessary, for additional manufacturer's/discounts offered; (page 24)
- 4) allow all employees to try on the safety shoes/boots before committing to any purchases;
- 5) the County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/use Tax Exemption Certificate);
- 6) supply catalogs and manufacturer's suggested repair price (MSRP) schedule of each awarded manufacturer's lines to each requesting location, at no additional cost to the County.
- 7) require all authorized personnel assisting County employees with sizing and footwear choices shall be sufficiently trained and possess the experience/knowledge to advise proper fitting and correct footwear application for all areas of usage (electrical, water, concrete, grease/oil, etc.).

EMPLOYEE SELECTION AND ALLOWANCE

- 1) each authorized County employee shall select, at the time of fitting, the style of footwear they desire, in accordance with departmental footwear policy.
- 2) each County department/division determines solely within their budget the amount of footwear allowance per employee. The Awarded Quoter(s) shall confirm this amount and work within each allowance amount when assisting applicable divisional employees. On occasions, however, the County employee may choose footwear costing more than the divisional allowance. Awarded Quoter(s) shall be capable and agreeable to collecting any additional cost over the divisional footwear allowance from the individual employee at the time of final footwear choice/order.

BASIS OF AWARD

Multiple awards shall be made to the responsive, responsible Quoters meeting all specifications for Safety Shoes/Boots on an "as required" basis. Multiple purchase orders shall be established from which County staff may choose products based on the safety requirements of their respective positions (and departmental procurement and use of personal protective footwear policy) and the availability of suitable commodities (based on the sole opinion of the User), and the cost of the product. Desired manufacturer's brands of shoes/boots include **but are not limited to:** Red Wing, Carolina, Knapp, Wolverine, Georgia Boot, Hy-Test, Timberland, and Carhartt.

The agreement(s) resulting from the acceptance of this quotation shall be made by issuing a blanket purchase order(s) and be bound by the terms and conditions of the purchase order and the specifications of this Request for Quotation.

ATTACHMENT "A"
STATEMENT OF NO OFFER
REQUEST FOR QUOTATION #16-2648BLS
SAFETY SHOES/BOOTS

If you do not intend to quote please return this form immediately to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to quote on RFQ #16-2648BLS, for the following reason(s):

- ☐ Specifications too restrictive
 - ☐ Insufficient time to respond
 - ☐ We do not offer this product or service
 - ☐ Our schedule would not permit us to perform
 - ☐ Unable to meet specifications
 - ☐ Specifications unclear (explain below)
 - ☐ Other (specify below)
- _____
- _____
- _____

REMARKS:

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by

[Print individual's name and title]

___ For _____ [Print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of Owner's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this

Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if

an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this day of _____, 20____ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

INSURANCE REQUIREMENTS

The successful Quoter will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful Quoter shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
<input type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ 1,000,000 each occurrence <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ 1,000,000 single limit per occurrence; \$ 2,000,000 aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>
<input checked="" type="checkbox"/> Employer's Liability:	<u>\$ 100,000</u> single limit per occurrence
<input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements
<input checked="" type="checkbox"/> Other Insurance, as noted:	<input type="checkbox"/> Aircraft Liability \$ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement. <input checked="" type="checkbox"/> Installation Floater \$ 2,000,000 If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful Bidder shall provide an " Installation Floater " with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). <input type="checkbox"/> Maritime Coverage (Jones Act) \$ per occurrence Coverage shall be maintained where applicable to the completion of the Work.
	<input type="checkbox"/> Pollution \$ per occurrence <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per occurrence/\$2,000,000 aggregate

Insurance / Bond Type	Required Limits
	<input type="checkbox"/> Project Professional Liability \$ per occurrence <input type="checkbox"/> Property Insurance \$ If the resulting Agreement includes construction of or additions to above ground buildings or structures, Bidder shall provide "Builder's Risk" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). To the extent that property damage is covered by commercial insurance, Owner and successful Bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful Bidder shall require a similar waiver of subrogation from each of its Bidder personnel and sub-consultants, to include Special Consultants; successful Bidder shall provide satisfactory written confirmation to Owner of these additional waivers. <input type="checkbox"/> U.S. Longshoreman's and Harborworker's Act Coverage shall be maintained where applicable to the completion of the Work. <input type="checkbox"/> Valuable Papers Insurance \$ per occurrence <input type="checkbox"/> Watercraft \$ per occurrence

Reviewed by Risk: Shirley A. K. [Signature]

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful quoter has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful quoter must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful quoter's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful quoter for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful quoter or successful quoter's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.

- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.
- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. Additional Insured: The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.

c. In order for the certificate of insurance to be accepted it must comply with the following:

1. The "Certificate Holder" shall be:

**Manatee County
Board of County Commissioners
Bradenton, FL
RFQ #16-2648BLS, Safety Shoes/Boots
For any and all work performed on behalf of Manatee County.**

2. Certificate shall be mailed to:

**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attention: Bonnie Sietman, Sr. Buyer**

QUOTER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this RFQ and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Quoter Name: _____ Date: _____

Quoter's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your quotation.

QUOTATION FORM

REQUEST FOR QUOTATION #16-2648BLS

SAFETY SHOES/BOOTS

We, the undersigned, hereby declare that we have carefully reviewed the Quotation documents, and with full knowledge and understanding of the aforementioned herewith submit this Quotation, meeting each and every specification, term and condition contained in this Request for Quotation. We understand that the Quotation specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the Awarded Quoter. Failure to comply shall result in contract default, whereupon, the defaulting Quoter shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

MANATEE COUNTY PURCHASING
1112 MANATEE AVENUE WEST, SUITE 803
BRADENTON, FL 34205
BONNIE SIETMAN, SENIOR BUYER, PURCHASING DEPARTMENT
P 941.749.3046 F 941.749.3034
bonnie.sietman@mymanatee.org

Return quotation form and all required documentation via mail, e-mail, or hand deliver

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer) DATE: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

TELEPHONE: _____ FAX: _____

FEIN #: _____

BUSINESS LICENSE NUMBER: _____

NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____

QUOTATION FORM

REQUEST FOR QUOTATION #16-2648BLS

SAFETY SHOES/BOOTS

- 1) Identify the manufacturer;
- 2) Indicate discount from each manufacturer;
- 3) **Supply catalogs for each manufacturer;**
- 4) **Provide the published MSRP (manufactured suggested retail prices);**
- 5) On-site mobile unit fitting service offered: _____ (Yes/ No) – **provide details**
- 6) On-site secure shoe locker service offered: _____ (Yes/No) – **provide details**
- 7) Local store: _____ (Yes/No)
- 8) If yes, provide store hours: _____
- 9) If yes, provide full address: _____

- 10) Issuance of a customer account number to Manatee County and commencement of services shall be made not more than ____ calendar days after receipt of Blanket Purchase Order Agreement (not to exceed 10 calendar days).
- 11) Warranty period for all footwear shall be ____ calendar months (not less than 12 calendar months).
- 12) **Provided an outline/attachment of Quoter's existing program: _____ (Yes/No)**
- 13) **Provided an order form of Quoter's existing Safety Shoe/Boot program: _____ (Yes/No)**
- 14) **Provided a procedure for the County staff / employee's financial responsibility if exceeds departmental limit: _____ (Yes/No)**
- 15) Delivery after receipt of order of standard/stock footwear: _____ (number of days)
- 16) Delivery after receipt of special orders: _____ (number of days)

Quoter Name: _____

QUOTATION FORM

REQUEST FOR QUOTATION #16-2648BLS

SAFETY SHOES/BOOTS

The Awarded Quoter shall provide all labor and other resources necessary to provide the goods and/or product in stick accordance with the specifications defined in this solicitation for the amounts specified in the Quotation Form, inclusive of overhead, profit and any other costs.

Discount Off List Price (MSRP) _____ %

(discounted price shall include all costs of location fittings, packaging, transportation, FOB destination and per all terms, conditions and specifications stated herein)

Manufacturer's Name: _____

Date of current published MSRP schedule: _____

Name Current Catalog: _____

Date of current catalog: _____

Discount Off List Price (MSRP) _____ %

(discounted price shall include all costs of location fittings, packaging, transportation, FOB destination and per all terms, conditions and specifications stated herein)

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