



INVITATION TO BID

CITY OF LEESBURG FLORIDA

SOLICITATION TITLE: **FIRE RETARDANT (FR) UNIFORMS - ANNUAL FIXED PRICE AGREEMENT**

Solicitation Number: 130231 Contracting Buyer: Stephanie Lay

Due Date: January 24, 2013 Site Visit: None

Due Time: 2:00 P.M. Issue Date: January 10, 2013

Annual Budget: \$70,000.00

Purpose / Description

The City of Leesburg, Florida (City) is seeking proposals from interested and qualified firms to provide a Vendor Managed Inventory (VMI) for our Fleet Services Division. City Fleet Services is responsible for the purchase and maintenance of all vehicles and equipment used by all City departments. In the past the City has maintained its own parts inventory. As a result of staff reductions and a review of operational efficiencies the City has determined it would be best served to partner with a company that is in the business of providing vehicle and equipment maintenance parts and supplies.

The City desires a company operate an on-site Vendor Managed Inventory in the City's Fleet Services maintenance facility. The selected company would use space currently available in the City's facility and manage a parts inventory as well as source and obtain ALL other repair parts and supplies (excluding fluids, fuel and tires) for all City equipment

Solicitation Distribution

The City of Leesburg uses Public Purchase (www.publicpurchase.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx to view and/or obtain solicitation documents or for further information.

The Public Purchase website is the official location used by the City for posting of solicitation documents, addendums, questions/answers and other related material. Vendors obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The City will not be held liable or be bound by solicitation information obtained from other sources.

Registration with Public Purchase **is required** in order to download and view solicitation documents. Should time not permit please contact the Purchasing Division at (352) 728-9880 or by e-mail at purch@leesburgflorida.gov to obtain a solicitation document(s).

SECTION 1 – SPECIAL TERMS AND CONDITIONS

1. **Purpose** - The purpose of this solicitation is to establish a fixed unit price agreement for the purchase of fire retardant clothing by the City of Leesburg Electric Department, as described in the specifications, and other contract document. The selected vendor(s) will provide for the annual requirements of the City on an as needed/as ordered basis.
2. **Designated Procurement Representative** - Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than two (2) working days before the bid opening date.

Stephanie Lay, Buyer
City of Leesburg, Purchasing Division
204 N. 5th Street
Leesburg, FL 34748
Phone: 352-728-9880 | Fax: 352-326-6618 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Department for the City of Leesburg.

3. **Basis and Method of Award - to a Single Vendor or Multiple Vendors** - Award will be made to a vendor, or vendors, deemed responsive and responsible submitting an offer. The City may award to one or more vendors all items or individual items as listed on the Item Bid Schedule. The City intends to award based on lowest price while also considering delivery time. The City shall determine what is in its best interest in determining bid award
4. **Term of Contract** - The initial term of the agreement will be a period of three (3) years. All pricing will be firm and fixed for a period of twelve (12) months from the date of execution. Following the initial twelve (12) months the vendor(s) may request a price adjustment as provided for in the 'Cost Adjustments' paragraph.
5. **Option to Review** - The City may renew the agreement for an additional three (3) one-year terms, if mutually agreed upon by the contractor and the City.
Prices shall remain firm for all orders placed during the term of the contract; price escalation may be allowed only in accordance with the following provision.
6. **Cost Adjustments** - Pricing for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior.

The Vendor is responsible for submitting any request for a price increase. Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the contract anniversary date for the current twelve (12) month term. Should the Vendor not request a price increase prior to the sixty (60) day period the prices in effect at that time will remain in effect for the next twelve (12) month term of the contract. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

7. **Method Of Payment** - Payment will be made for quantities delivered and accepted by the City as invoiced. Progress payments will be allowed as invoiced for items accepted by the City.

All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment.

Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

8. **Acceptance Of Goods Or Services** - The goods delivered as a result of an award from this solicitation shall remain the property of the vendor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the City reserves the right to return any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause. The City will not be responsible to pay for any product or service that does not conform to the specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost

shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

9. **Warranty** - The vendor agrees that, unless expressly stated otherwise in the bid, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor or manufacturer gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the City by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

10. **Delivery Of Solicitation Response** - To be considered for award, a bid must be received and accepted in the Purchasing Division prior to the date and time established within the solicitation.

Bid Responses may be delivered in person, by third party courier or by e-mail or fax to purch@leesburgflorida.gov.

Delivery IN PERSON	THIRD PARTY COURIER i.e., Fed-Ex, UPS
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

The City STRONGLY ENCOURAGES interested vendors to register with Public Purchase and submit their bid response electronically.

11. **Local Vendor Preference Policy** – The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal property, general services, and professional services where the total purchase cost is \$25,000 and greater by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:
 - a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.

- b. **“Tier II Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
 - i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to purch@leesburgflorida.gov or by calling the purchasing office at (352) 728-9880.

- 12. **Tie Bids** - In the case of a tie in the best and final bid/offer between a Local Business Enterprise and a non-local business, contract or purchase award shall be made to the local business. Should there be a tie between one or more Local Business Enterprises the Local Business Enterprise closest to City of Leesburg City Hall located at 501 West Meadow St. as determined by the Purchasing Manager shall be awarded the contract or purchase.
- 13. **Deliveries** – Partial deliveries as items are manufactured and available will be accepted. Deliveries will be made to the Central Warehouse, Attn: Electric Dept. Uniforms at 2010 Griffin Road, Leesburg, FL 34748.
- 14. **Delivery Time** - Delivery time is of significant importance to the City. The successful Bidder will be held strictly accountable for the delivery time entered on the Item Bid Schedule. In the event the successful Bidder does not meet its delivery time as it has specified the City may take one or more of the following actions:
 - 14.1. Terminate the contract for Default.
 - 14.2. Suspend the vendor from participation in future solicitations.
- 15. **Product Samples** – The City may request samples of the garments proposed by the bidder(s). Requested samples will be provided within seven (7) business days if requested. Samples will be provided at no cost to the City. Return freight will be the responsibility of the vendor(s). Failure to submit requested samples upon request or meet the requirements of the specification may result in the Bidder being disqualified.

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SECTION 2 - SPECIFICATIONS

16. **Warranty** - Vendor supplying the garment(s) will be responsible for all warranty replacements or exchanges. Garments will be replaced as defective for any stitching issues, poor workmanship or damage resulting from the factory or shipping.
17. **Garment Labels** - Warrantees shall be listed on each garment and vendor from whom the garment was purchased will guarantee the workmanship of the garment. Short sleeve tee shirts (Style DF2-446TS-DS) shall have DRIFIRE Heat Seal Sticker in the bottom right front corner of each shirt.
18. **Logo/Branding** - The City may choose to have the City of Leesburg Electric Department embroidered or screen printed above the left shirt pocket. The City will furnish the design and colors upon award. Any ink or thread will be FR rated and will not decrease the garments CAL rating.
19. **Freight** - Unit prices quoted shall be delivered prices. Additional freight charges will not be paid. City of Leesburg will be responsible for freight returning incorrectly ordered items.
20. **Garment Sizing** - Vendor shall be responsible for proper sizing of the garments using one of the following methods:
 - a. Provide a complete sizing kit for all garment awarded that vendor at no cost to the City of Leesburg, or
 - b. Vendor will provide a representative on site to the measurements of all employees. A list of employee will be provided. Vendor should provide final measurements for all garments to be used on future orders.

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SECTION 3 - GENERAL TERMS & CONDITIONS

21. **Award of Contract** - The City of Leesburg reserves the right to reject any or all Bid Responses or any part of any Bid Response, to waive any informality in any Bid Response, or to re advertise for all or any part of the work contemplated. If a Bid Response is found to be acceptable by the City of Leesburg, written notice will be given to the Bidder of the acceptance of his Bid Response and of the award of the Contract to him
22. **Basis For Bidding** - The total amount bid shall be based on unit prices and/or lump sum(s) according to the form of the bid. Any quantities shown in the Bid Response Form documents are estimates for the purpose of arriving at a total bid price for Bid Response comparison.
23. **Collusion Among Bidders** - If it is believed that collusion exists among Bidders, the Bid Responses of all participants on such collusion will be rejected.
 - 23.1. Submission of this bid affirms the only person or persons interested in said bid are named herein that no officer, employee or agent of the City of Leesburg or of any other bidder is interested in said bid; and the bidder makes the above bid with no past or present collusion with any other person, firm or corporation.
24. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all bidders must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.
25. **Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
26. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
27. **Interpretation of Contract Documents** - Each Bidder shall thoroughly examine the Bid Response Form, the Agreement (Contract) Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Department, P.O. Box 490630, Leesburg, Florida 34748, Email to: purch@leesburgflorida.gov, (352) 728 9880, FAX (352) 365-2441 at least seven (7) days before the date of the formal opening of Bid Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective.
 - 27.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Bidder who has received Bid Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by himself or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Leesburg.
28. **Inspection and Acceptance Of Materials Or Services** - The material and/or services provided under this contract shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense. The City may take up to 15 days to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.

29. **Legal Requirements** - Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
30. **Liability** - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Bid Response.
31. **Non-appropriation** – The vendor understands and agrees that this contract is subject to the availability of funds to the City to purchase the specified products/services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The City may terminate this Contract, with no further liability to the vendor, effective the first day of a fiscal period provided that:
- 31.1. a non-appropriation has occurred, and
 - 31.2. the City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
 - 31.3. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
32. **Order of Precedence of Contract Documents** – The order of precedence of the component contract parts shall be as follows:
- 32.1. Bidders Instructions and General Conditions
 - 32.2. Addenda if any.
 - 32.3. Special Conditions.
 - 32.4. Plans or City Drawings.
 - 32.5. Detailed Specifications.
 - 32.6. Standard Specifications of the City, State or Federal Government, if any.
 - 32.7. Advertisement for proposals (copy of advertisement to be attached to back cover).
 - 32.8. Performance Bond, if required.
- 32.9. The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.
- 32.10. In addition, in the case of a conflict between any term or provision contained in the contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
33. **Price Bid** - The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed Bid Form, and shall be firm for 180 calendar days after the bid opening date. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.
34. **Provision for Other Agencies** - Unless otherwise stipulated by the bidder, the successful bidder agrees when submitting a proposal or bid to make available to all governmental units, agencies, and special taxing districts the proposal or prices submitted, in accordance with the terms and conditions, should any said department agency or municipality wish to buy under this agreement.
35. **Public Entity Crimes** - The following statement contains provisions of Section 287.133 FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:
- 35.1.1. "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 Response on a contract to

provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list."

36. **Qualifications of Bidders** - The City of Leesburg reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder.
 - 36.1.1. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
 - 36.1.2. Any Bidder may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
 - 36.1.3. Bidders must possess any and all required licenses to perform and complete the work necessary in this project. The bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
37. **Quantities** – The City reserves the right to adjust the quantities stated in this bid document. Available funding versus prices quoted may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance.
38. **Questions Regarding Specifications Or Bid Response Process** - To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, division or employee during the Bid Response process, except as provided below.
 - 38.1. All questions relative to interpretation of specifications or the Bid Response process shall be addressed **in writing** as indicated below, in ample time before the period set for the receipt and opening of the Bid Responses. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective Bidders no later than two (2) days before the date set for receipt of the Bid Responses. *Oral answers will not be authoritative.*
 - 38.2. It will be the responsibility of the Bidder to contact the Purchasing Department prior to submitting a Bid Response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the Bid Response.
 - 38.3. Questions may be faxed to the attention of the Purchasing Department as outlined below or submitted via e-mail at purch@leesburgflorida.gov. You must reference the Bid Response number in the subject line. All requests or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
39. **Right to Accept or Reject Bid Responses** - Bid Responses which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the City of Leesburg.
 - 39.1. The City of Leesburg does not bind itself to accept the lowest bid for the minimum specifications stated herein, but reserves the right to accept any Bid Response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest base Bid Response submitted by a responsible Bidder having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract, the contract will be awarded for that base Bid Response. If such bid exceeds such amount, the City may reject all Bid Responses or

may award the contract on the base bid less such deductible alternates or schedules of work which are listed in the Bid Response Forms, as produces a net amount which is within the available funds.

40. **Signature Of Bidder** - The Bidder shall sign the Bid Response Form (Bidders Certification) in the space provided for the signature. If the Bidder is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the Bidder is a corporation, the title of the office signing the Bid Response in behalf of the corporation shall be stated and evidence of his authority to sign the Bid Response shall be submitted. The Bidder shall state in the Bid Response the name and address of each person interested herein.
41. **Time Allowed** - Time is of the essence and the successful vendor shall deliver the item(s) within the total number of calendar days as provided for in the Bid Response submitted.
42. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.
43. **Withdrawal of Bid Responses** - Any Bid Response may be withdrawn prior to the time scheduled in the Request for Bid Responses advertisement for the opening of Bid Responses.
44. **Insurance and Indemnity Requirements**
 - 44.1. **Scope of Insurance**
 - 44.1.1. The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.
 - 44.1.2. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A:VII.
 - 44.1.3. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - 44.1.4. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - 44.1.5. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
 - 44.1.6. The provisions of the required insurance are subject to the approval of the CITY'S Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - 44.1.7. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - 44.1.8. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - 44.1.9. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.
 - 44.2. **Indemnification**
 - 44.2.1. The CONTRACTOR shall defend, indemnify, and save harmless the CITY and ENGINEER or any of its officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and ENGINEER or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this agreement, contract or lease, or through the negligence of the CONTRACTOR in the performance of its duties under the agreement, contract or lease, or through any act or omission on the part of the CONTRACTOR, his agent, employees, or servants.

44.3. Certificate of Insurance

- 44.3.1. The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, contract or lease begins.
- 44.3.2. Except for workers' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG and ENGINEER as additional insured to the extent of the agreement, contract or lease.
- 44.3.3. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- 44.3.4. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- 44.3.5. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- 44.3.6. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- 44.3.7. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

44.4. Comprehensive General Liability

- 44.4.1. The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).
- 44.4.2. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

44.5. Business Automobile Liability

- 44.5.1. The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

44.6. Workers' Compensation

- 44.6.1. The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- 44.6.2. CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

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SECTION 4 - FORMS

Complete ALL the forms in this section and submit them as your bid response.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's proposal non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

I take NO exceptions.

Exceptions: _____

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

ADDENDUM ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status.

- My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
“Tier I Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.

- My Firm Qualifies as a Tier II - Local Vendor for this solicitation**
“Tier II Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.

- My Firm does not qualify as a local vendor**

SIGNATURES

Name of Business

By:

Signature

Printed Name & Title

Mailing Address

City, State, Zip Code

Telephone Number

Fax Number

e-mail Address

Bid Number: 130231
Bid Name: Fire Retardant Uniforms

**ITB 130231
Schedule of Bid Items**

Vendor Name: _____

Item No.	Item Description	Manuf. Name	Manuf. Part No.	Larger Sizes Start	Estimated Quantity	Unit	Unit Price Quoted
1	Tee Shirt	DRIFIRE	DF2-446TS-DS		141	Each	\$
1.1	Tee Shirt - Larger Sizes	DRIFIRE	DF2-446TS-DS		48	Each	\$
2	Henley short sleeve t-shirt with pocket	BULWARK	SNL8TN		141	Each	\$
2.1	Henley short sleeve t-shirt with pocket - Larger Sizes	BULWARK	SNL8TN		48	Each	\$
3.0	Long sleeve Henley	BULWARK	SEL8GY		141	Each	\$
3.1	Long Sleeve Henley- Larger Sizes	BULWARK	SEL8GY		48	Each	\$
4	Long Sleeve Button Up Shirts	DRIFIRE	DF2-324LS		141	Each	\$
4.1	Long Sleeve Button Up Shirts – Larger Sizes	DRIFIRE	DF2-324LS		48	Each	\$
5	Denim Pants	DICKIES	FR488IND14DN		141	Each	\$
5.1	Denim Pants - Larger Sizes	DICKIES	FR488IND14DN		48	Each	\$
6	Zipper Front Sweatshirt	BULWARK	SEH6NV		28	Each	\$
6.1	Zipper Front Sweatshirt - Larger Sizes	BULWARK	SEH6NV		6	Each	\$
11	Embroidered Logo - FR thread	N/A	Embroidery Logo		1	Each	\$
11.1	One time setup fee	N/A	Setup		1	LS	\$
12	Screen print logo	N/A	Screen Logo		1	Each	\$
12.1	One time setup fee	N/A	Setup		1	LS	\$
13	Price for initial sizing	N/A	N/A		1	Each	\$

**Double check the Bid prices.
Amounts cannot be changed following the bid due date and time.**