

City of Fayetteville Staff Review Form

2017-0516

Legistar File ID

10/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

9/14/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-53, Fire Department Running Shoes, to and approving the purchase of Running Shoes for the Fayetteville Fire Department as needed through 2022 with Rush Running Company.

Budget Impact:

1010.3020.5302.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 87,500.00

Funds Obligated \$ 29,117.62

Current Balance **\$ 58,382.38**

Does item have a cost? Yes

Item Cost \$ 8,400.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 49,982.38**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: The estimated expenditures for the running shoes this year and the subsequent years is \$8,400 annually.



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: September 14, 2017

SUBJECT: A resolution awarding Bid 17-53, Fire Department Running Shoes, to and approving the purchase of Running Shoes for the Fayetteville Fire Department as needed through 2022 with Rush Running Company.

RECOMMENDATION:

A resolution awarding Bid 17-53, Fire Department Running Shoes, to and approving the purchase of Running Shoes for the Fayetteville Fire Department as needed through 2022 with Rush Running Company.

BACKGROUND:

The City of Fayetteville Fire Department will utilize a quartermaster uniform system. Under this system, the City provides uniforms and shoes for Fire Department personnel which are replaced as they become worn or otherwise unusable.

DISCUSSION:

Sealed formal bids for the purchase of running shoes were publicly read and the results are attached to this memo. The lowest bid is not being accepted because the vendor did not meet specifications to provide comparable running shoes.

BUDGET/STAFF IMPACT:

The estimated expenditures for the running shoes this year and the subsequent years is \$8,400 annually.

Attachments:

Bid Documents



CITY OF
FAYETTEVILLE
ARKANSAS

Fire Department Running Shoes

Bid No. 17-53

Official Bid Tabulation

Bid No. 17-53

Date: 2017

Time: 2:00 PM

Lioneld Jordan, Mayor

Number of Addendums: 0

Item	Description	Qty.	Forge Work Boots & Gear		Galls, LLC		Rush Running Co.	
			Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price
1	Athletic Shoes Neutral Support	20	\$ 95.00	\$ 1,900.00	\$ 64.00	\$ 1,280.00	\$ 70.00	\$ 1,400.00
	Manufacturer/Model		BROOKS LAUNCH 3 #110244		UNDER ARMOUR/1287351		BROOKS LAUNCH	
2	Athletic Shoes Mild Support	20	\$ 115.00	\$ 2,300.00	\$ 43.00	\$ 860.00	\$ 77.00	\$ 1,540.00
	Manufacturer/Model		BROOKS ADRENALINE GTS 17 #110241		UNDER ARMOUR/1285671		BROOKS RAVENNA	
3	Athletic Shoes Mid-High Support	20	\$ 98.00	\$ 1,960.00	\$ 64.00	\$ 1,280.00	\$ 84.00	\$ 1,680.00
	Manufacturer/Model		SALOMAN X-MISSION 3 #379138		MAGNUM/5144		BROOKS ADRENALINE	
4	Athletic Shoes Mild Support	20	\$ 78.50	\$ 1,570.00	\$ 82.50	\$ 1,650.00	\$ 77.00	\$ 1,540.00
	Manufacturer/Model		5.11 RANGER SHOE #12308		ROCKY/2168		BROOKS RAVENNA	
5	Athletic Shoes Motion Control Mens	19	\$ 115.00	\$ 2,185.00	\$ 82.00	\$ 1,558.00	\$ 112.00	\$ 2,128.00
	Manufacturer/Model		BROOKS ADRENALINE GTS 17 #110241		REEBOX/RB1062		BROOKS BEAST	
6	Athletic Shoes Motion Control Womens	1	\$ 115.00	\$ 115.00	\$ 50.00	\$ 50.00	\$ 112.00	\$ 112.00
	Manufacturer/Model		BROOKS ADRENALINE GTS 17 #120231		REEBOK/RB110		BROOKS ARIEL	
Total Base Bid			\$	10,030.00	\$	6,678.00	\$	8,400.00

CERTIFIED:

D. Rennie, Purchasing Manager

Witness

Date

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-53, Fire Department Running Shoes
DEADLINE: Thursday August 24, 2017 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Monday July 31, 2017

INVITATION TO BID
Bid 17-53, Fire Department Running Shoes

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Rush Running Company
Contact Person: Drew Conner Title: General Manager
E-Mail: rundrewrun22@yahoo.com Phone: (479) 464-7866
Business Address: 1600-2 SE J Street
City: Bentonville State: AR Zip: 72712
Signature: [Signature] Date: 8/9/2017

Bidder Name: Drew Conner

City of Fayetteville
Bid 17-53, Fire Department Running Shoes
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

Bids shall be submitted in sealed envelopes or packages labeled with the bid number and bid description as listed herein. All bids shall be received by **Thursday August 24, 2017 before 2:00 PM.** All bids shall be delivered to City Hall, Purchasing Division – Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. A public bid opening will take place in City Hall shortly after the bid deadline.

Uniform Bids:

Bid 17-51, Fire Department Uniforms - Class A-B
Bid 17-52, Fire Department Uniforms – Class C
Bid 17-53, Fire Department Running Shoes
Bid 17-54, Fire Department Duty Boots

Bidding documents shall be obtained by visiting www.fayetteville-ar.gov/bids or from the City of Fayetteville Purchasing Division.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, to reject bids; and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS
By: Les McGaugh
City Purchasing Agent
Ad Dates: 07/31/17

City of Fayetteville
 Bid 17-53, Fire Department Running Shoes
 Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	ATHLETIC SHOES NEUTRAL SUPPORT MFG/MODEL <u>Brooks Launch</u>	20	\$ <u>70.⁰⁰</u>	\$ <u>1,400.⁰⁰</u>
2	ATHLETIC SHOES MILD SUPPORT MFG/MODEL <u>Brooks Ravenna</u>	20	\$ <u>77.⁰⁰</u>	\$ <u>1,540.⁰⁰</u>
3	ATHLETIC SHOES MID-HIGH SUPPORT MFG/MODEL <u>Brooks Adrenaline</u>	20	\$ <u>84.⁰⁰</u>	\$ <u>1,680.⁰⁰</u>
4	ATHLETIC SHOES MILD SUPPORT MFG/MODEL <u>Brooks Ravenna</u>	20	\$ <u>77.⁰⁰</u>	\$ <u>1,540.⁰⁰</u>
5	ATHLETIC SHOES MOTION CONTROL MENS MFG/MODEL <u>Brooks Beast</u>	19	\$ <u>112.⁰⁰</u>	\$ <u>2,128.⁰⁰</u>
6	ATHLETIC SHOES MOTION CONTROL WOMENS MFG/MODEL <u>Brooks Ariel</u>	1	\$ <u>112.⁰⁰</u>	\$ <u>112.⁰⁰</u>

TOTAL BASE BID: \$ 8,400.⁰⁰

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

Bidder Name: Drew Conner

*NAME OF FIRM: Rush Running Company

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Rush Running Company

*BUSINESS ADDRESS: 1600-2 SE J Street

*CITY: Bentonville *STATE: AR *ZIP: 72712

*PHONE: (479) 464-7866 FAX: (479) 464-7867

*E-MAIL: rundrewrun22@yahoo.com

*BY: (PRINTED NAME) Drew Conner

*AUTHORIZED SIGNATURE: 

*TITLE: General Manager

*DUNS NUMBER: 016446765 CAGE NUMBER: _____

*TAX ID NUMBER: 26-1740859

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Total Addendum : 8 - all dated 8/9. -DC

Free 2-day shipping on orders \$100+

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Shoes Apparel Sports Bras Collections Meet Brooks Community



HOME / MEN / RUNNING SHOES / ENERGIZE / NEUTRAL / LAUNCH 4

MEN'S LAUNCH 4 RUNNING SHOES

~~\$100.00~~ **\$80.00**

Style #110244

★★★★★ Read 75 Reviews

Newly updated with an extra hit of rebounding rubber under the forefoot and a redesigned heel that lets your neutral stride shine, the Launch 4 offers a lightweight, responsive ride that you can count on to feel fresh and **+ SHOW MORE**



Color: 002

Size Width: Normal

Qty 1

Size Chart >

Hover to zoom



TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

CHAT NOW
QUESTIONS?

LAUNCH 4

FEATURES

- 1 **DNA MIDSOLE CUSHIONING**
dynamically adapts to every step and stride
- 2 **UPDATED U-GROOVE AT HEEL**
provides a little support without impeding truly neutral runners
- 3 **MIDFOOT TRANSITION ZONE WITH SEGMENTED CRASH PAD**
create fast heel-to-toe transitions
- 4 **ADDED BLOWN RUBBER**
enhances forefoot for extra-springy toe-off
- 5 **3D FIT PRINT**
applies strategic stretch and structure for an impeccable fit
- 6 **AIR MESH FABRIC**
ensures maximum ventilation and manages moisture to keep feet cool and dry



SPECIFICATIONS

ARCH: Medium, High **COUNT** Imported
RY OF
ORIGIN

:

Not sure this is the right shoe for you?

Use our Shoe Finder to find out.

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HOME / WOMEN / RUNNING SHOES / ENERGIZE / NEUTRAL / LAUNCH 4

WOMEN'S LAUNCH 4 RUNNING SHOES

~~\$100.00~~ **\$80.00**

Style #120234

★★★★★ Read 116 Reviews

Newly updated with an extra hit of rebounding rubber under the forefoot and a redesigned heel that lets your neutral stride shine, the women's Launch 4 offers a lightweight, responsive ride that you can count on to **+ SHOW MORE**



Color: 014

Size Width: Normal

Qty 1

Size Chart >

Hover to zoom



TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

**EXPERT HELP
QUESTIONS?**

LAUNCH 4

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SPECIFICATIONS

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 RY OF
 ORIGIN
 :

Not sure this is the right shoe for you?
Use our Shoe Finder to find out.

START NOW

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[HOME](#) / [MEN](#) / [RUNNING SHOES](#) / [ENERGIZE](#) / [SUPPORT](#) / [RAVENNA 8](#)

MEN'S RAVENNA 8 RUNNING SHOES

\$110.00

Style #110248

☆☆☆☆☆ [Read 20 Reviews](#)

Now with an even more streamlined look and feel, the



Color: 070

Size **Width: Normal**

Qty

[Size Chart](#) >

Hover to zoom



TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

**EXPERT HELP
QUESTIONS?**

RAVENNA 8 FEATURES

- 1 **BIOMOGO DNA MIDSOLE CUSHIONING**
dynamically adapts to every step and stride
- 2 **DIAGONAL ROLL BAR**
guides the body back into its natural motion pattern
- 3 **MIDFOOT TRANSITION ZONE AND SEGMENTED CRASH PAD**
create fast heel-to-toe transitions
- 4 **UPDATED FOREFOOT**
blown rubber enables extra-springy toe-off
- 5 **ADJUSTABLE SADDLE**
pulls from the heel to wrap the midfoot in a secure fit
- 6 **MESH UPPER**
manages moisture to keep feet cool and dry



SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
 TRY
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Not sure this is the right shoe for you?

Use our Shoe Finder to find out.

START NOW

YOU MIGHT ALSO LIKE...

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HOME / WOMEN / RUNNING SHOES / ENERGIZE / SUPPORT / RAVENNA 8

WOMEN'S RAVENNA 8 RUNNING SHOES

\$110.00

Style #120238

★★★★★ Read 29 Reviews

Now with an even more streamlined look and feel, the women's Ravenna 8 offers a springy ride thanks to responsive cushioning and updated design to make heel-to-toe transitions even easier so your feet move

+ SHOW MORE



Color: 454

Size Width: Normal

Qty 1

Size Chart >

TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP QUESTIONS?

Hover to zoom



RAVENNA 8 FEATURES

1 BIOMOGO DNA MIDSOLE CUSHIONING
dynamically adapts to every step and stride

- 2 **DIAGONAL ROLL BAR**
guides the body back into its natural motion pattern
- 3 **MIDFOOT TRANSITION ZONE AND SEGMENTED CRASH PAD**
create fast heel-to-toe transitions
- 4 **UPDATED FOREFOOT**
blown rubber enables extra-springy toe-off
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manages moisture to keep feet cool and dry



SPECIFICATIONS

ARCH: Flat, Medium **COUN** Imported
TRY
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N:

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START NOW

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HOME / MEN / RUNNING SHOES / CUSHION / SUPPORT / ADRENALINE GTS 17

MEN'S ADRENALINE GTS 17 RUNNING SHOES \$120.00 - \$130.00

Style #110241

★★★★★ Read 112 Reviews

Running is smooth sailing with the Adrenaline GTS 17 shoe for men. Its proven balance of plush cushioning, stability, and fit make it a smooth ride for those who need support. This streamlined update feels softer underfoot and retains the secure, comfortable fit that makes this Go-To-Shoe a perennial favorite.



>> Check out the Women's Adrenaline GTS 17 Running Shoes

- SHOW LESS



Color: 017

Size Width: Normal

Qty 1

Size Chart >

Hover to zoom



TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP

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Shoes Apparel Sports Bras Collections Meet Brooks Community



HOME / WOMEN / RUNNING SHOES / CUSHION / SUPPORT / ADRENALINE GTS 17

WOMEN'S ADRENALINE GTS 17 RUNNING SHOES

\$120.00 - \$130.00

Style #120231

★★★★★ Read 205 Reviews

Running is smooth sailing with the Adrenaline GTS 17 shoe for women. Its proven balance of plush cushioning, stability, and fit make it a smooth ride for those who need support. This streamlined update feels

+ **SHOW MORE**



Color: 044

Size Width: Normal

Qty 1

Size Chart >

Hover to zoom



TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP
QUESTIONS?

ADRENALINE GTS 17 FEATURES

- 1 **BIOMOGO DNA MIDSOLE CUSHIONING**
dynamically adapts to every step and stride.
- 2 **PROGRESSIVE DIAGONAL ROLL BAR**
guides the body back into its natural motion path
- 3 **FULL-LENGTH SEGMENTED CRASH PAD**
accommodates any foot landing and delivers smooth heel-to-toe transitions
- 4 **UPDATED V-GROOVE**
create a more natural release for a soft, smooth feel underfoot
- 5 **CONFORMABLE SADDLE W/ ADJUSTABLE EYELETS**
pulls from the heel to wrap the midfoot in a secure fit

SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
 TRY
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 N:

Not sure this is the right shoe for you?
Use our Shoe Finder to find out.

START NOW

YOU MIGHT ALSO LIKE...



HAVE QUESTIONS? WE HAVE ANSWERS!

Do you have questions about this product?

ASK A QUESTION

33 Questions

Displaying questions 1 - 5 Next >

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Shoes Apparel Sports Bras Collections Meet Brooks Community



HOME / MEN / RUNNING SHOES / MEN'S MOTION CONTROL RUNNING SHOES / BEAST '16

MEN'S BEAST '16 RUNNING SHOES

\$160.00

Style #110227

☆☆☆☆☆ Read 79 Reviews

Please Note: The Beast '16 runs slightly smaller than previous models. If you are between sizes, we recommend choosing 1/2 size up.

+ SHOW MORE



Color: 005

Size Width: Normal

Qty 1

Size Chart >

TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP QUESTIONS?



Hover to zoom



BEAST '16 FEATURES

1 SUPER DNA MIDSOLE
dynamically adapts to every stride with the ultimate in soft feel underfoot

- 2 **EXTENDED PROGRESSIVE DIAGONAL ROLL BAR**
uses added control to guide the body back into its natural motion pattern
- 3 **FULL-LENGTH SEGMENTED CRASH PAD**
accommodates any foot landing and delivers smooth transitions
- 4 **CONFORMABLE SADDLE**
wraps the midfoot for a secure fit
- 5 **MESH UPPER**
manages moisture to keep feet cool and dry
- 6 **ULTIMATE SOCKLINER**
adds cushioning for a plush in-shoe feel



SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
 TRY
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 N:

YOU MIGHT ALSO LIKE...



HAVE QUESTIONS? WE HAVE ANSWERS!

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Shoes Apparel Sports Bras Collections Meet Brooks Community



HOME / WOMEN / RUNNING SHOES / MOTION CONTROL RUNNING SHOES FOR WOMEN / ARIEL '16

WOMEN'S ARIEL '16 RUNNING SHOES

\$160.00

Style #120219

☆☆☆☆☆ Read 43 Reviews

Please Note: The Ariel '16 runs slightly smaller than previous models. If you are between sizes, we recommend choosing 1/2 size up.

+ SHOW MORE



Color: 453

Size Width: Normal

Qty 1

Size Chart >

TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP QUESTIONS?

Hover to zoom



ARIEL '16 FEATURES

- 1 **SUPER DNA MIDSOLE**
dynamically adapts to every stride with the ultimate in soft feel underfoot

- 2 **EXTENDED PROGRESSIVE DIAGONAL ROLL BAR**
uses added control to guide the body back into its natural motion pattern
- 3 **FULL-LENGTH SEGMENTED CRASH PAD**
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- 4 **CONFORMABLE SADDLE**
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SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
 TRY
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YOU MIGHT ALSO LIKE...



HAVE QUESTIONS? WE HAVE ANSWERS!

Do you have questions about this product?

[ASK A QUESTION](#)

7 Questions

Displaying questions 1 - 5 Next >

Q: I have been wearing the Transcend and sometimes feel a lack of stability/support in my ankles. Would the Ariel be a better choice?

2016/11/01 | Towson, Maryland | Abby

+ 1 answer

Q: I get Plantar Fasciitis at least four (4) times a year; never really healing up. I have the Ariel '14 as suggested by Brooks Running for my heel/foot issues and I really do like the

QUESTIONS?

ADRENALINE GTS 17 FEATURES

- 1 **BIOMOGO DNA MIDSOLE CUSHIONING**
dynamically adapts to every step and stride.
- 2 **PROGRESSIVE DIAGONAL ROLL BAR**
guides the body back into its natural motion path
- 3 **FULL-LENGTH SEGMENTED CRASH PAD**
accommodates any foot landing and delivers smooth heel-to-toe transitions
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create a more natural release for a soft, smooth feel underfoot
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pulls from the heel to wrap the midfoot in a secure fit

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TRY
OF
ORIGI
N:

Not sure this is the right shoe for you?
Use our Shoe Finder to find out.

START NOW

YOU MIGHT ALSO LIKE...



HAVE QUESTIONS? WE HAVE ANSWERS!

Do you have questions about this product?

ASK A QUESTION



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-53, Fire Department Running Shoes
DEADLINE: Thursday August 24, 2017 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Monday July 31, 2017

INVITATION TO BID
Bid 17-53, Fire Department Running Shoes

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The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Galls, LLC

Contact Person: R. Michael Andrews Jr. Title: CFD

E-Mail: Penman-Justin@galls.com Phone: 800-876-4242

Business Address: 1340 Russell Cave Rd.

City: Lexington State: KY Zip: 40505

Signature: Date: 8/22/17

City of Fayetteville
Bid 17-53, Fire Department Running Shoes
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

Bids shall be submitted in sealed envelopes or packages labeled with the bid number and bid description as listed herein. All bids shall be received by **Thursday August 24, 2017 before 2:00 PM**. All bids shall be delivered to City Hall, Purchasing Division – Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. A public bid opening will take place in City Hall shortly after the bid deadline.

Uniform Bids:

Bid 17-51, Fire Department Uniforms - Class A-B
Bid 17-52, Fire Department Uniforms – Class C
Bid 17-53, Fire Department Running Shoes
Bid 17-54, Fire Department Duty Boots

Bidding documents shall be obtained by visiting www.fayetteville-ar.gov/bids or from the City of Fayetteville Purchasing Division.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh
City Purchasing Agent
Ad Dates: 07/31/17

City of Fayetteville
 Bid 17-53, Fire Department Running Shoes
 Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	ATHLETIC SHOES NEUTRAL SUPPORT MFG/MODEL <u>Under Armour/ 1287351</u>	20	\$ <u>64.00</u>	\$ <u>1,280.00</u>
2	ATHLETIC SHOES MILD SUPPORT MFG/MODEL <u>Under Armour/ 1285671</u>	20	\$ <u>43.00</u>	\$ <u>860.00</u>
3	ATHLETIC SHOES MID-HIGH SUPPORT MFG/MODEL <u>Magnum/ 5144</u>	20	\$ <u>64.00</u>	\$ <u>1,280.00</u>
4	ATHLETIC SHOES MILD SUPPORT MFG/MODEL <u>Rocky/ 2168</u>	20	\$ <u>82.50</u>	\$ <u>1,650.00</u>
5	ATHLETIC SHOES MOTION CONTROL MENS MFG/MODEL <u>Reebok/ RB1062</u>	19	\$ <u>82.00</u>	\$ <u>1,558.00</u>
6	ATHLETIC SHOES MOTION CONTROL WOMENS MFG/MODEL <u>Reebok/ RB110</u>	1	\$ <u>50.00</u>	\$ <u>50.00</u>

TOTAL BASE BID: \$ 6,678.00

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

EXECUTION OF BID -

*NAME OF FIRM: Galls, LLC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 1340 Russell Cave Rd.

*CITY: Lexington *STATE: KY *ZIP: 40505

*PHONE: 800-876-4242 FAX: 877-914-2557

*E-MAIL: penman-justin@galls.com

*BY: (PRINTED NAME) R. Michael Andrews Jr.

*AUTHORIZED SIGNATURE: 

*TITLE: CFO

*DUNS NUMBER: 04-259-8482 CAGE NUMBER: _____

*TAX ID NUMBER: 20-3545989

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville

Bid 17-53, Fire Department Running Shoes

General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have adequate experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon

the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a

bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Andrea Foren-Rennie immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren-Rennie, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

City of Fayetteville

Bid 17-53, Fire Department Running Shoes

Technical Specifications: Running Shoes

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a “check mark” or write “yes” indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “NO” or leaving the item blank and writing on the City’s bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 All quantities noted in the bid tab are estimated annual quantities and the City reserves the right to order additional quantities as needed as long as bid pricing remains firm from the awarded bidder.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 All orders shall be received by the City of Fayetteville within **14 calendar days** of notice of order placed by the City to the awarded vendor.
- 1.6 The City reserves the right to request samples to determine that they meet specifications. In the event a sample is requested, bidder shall ship sample to City immediately and sample shall be received within three (3) business days. Additional consideration will be given by the City in cases where the sample is coming from a third party, such as manufacturer.
- 1.7 Any exception taken to these specifications and bid documents shall be noted and clearly identified on these documents provided by the City. Bidders shall note the difference next to the related specification when applicable. The City reserves the right to accept or reject exceptions to specifications.
- 1.8 Bidders, if not the manufacturer, shall be a current authorized dealer of any item bid and have jurisdiction to sell to the territory covering area bid.
- 1.9 The Bidder shall be made available to the City to measure employees to assure proper sizing and fit to meet the personnel’s needs.
- 1.10 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.

1.11 Any additional cost for larger sizes shall be noted on bid form. If cost is not noted, the price shall remain the same for all sizes.

1.12 This bid shall be valid for one (1) year, beginning with the date approved by the Fayetteville City Council or date of Purchase Order, whichever is earlier. This bid may be renewed for an additional four (4) one year terms for a total possible contract time of five (5) years.

1. ITEM 1 –ATHLETIC SHOES NEUTRAL SUPPORT

1.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Brooks Ghost, or equal
- c. Neutral Support
- d. Available in Men's and Women's
- e. Arch: Medium, High
- f. Surface: Road/Track

2. ITEM 2 –ATHLETIC SHOES MILD SUPPORT

2.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Brooks Revenna, or equal
- c. Mild Support
- d. Available in Men's and Women's
- e. Arch: Universal Platform
- f. Surface: Road/Track

3. ITEM 3 –ATHLETIC SHOES MID-HIGH SUPPORT

3.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Brooks Adrenaline, or equal
- c. Mid-High Support
- d. Available in Men's and Women's
- e. Arch: Flat, Medium
- f. Surface: Road/Track

4. ITEM 4 –ATHLETIC SHOES MOTION CONTROL SUPPORT – MENS

4.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Brooks Beast, or equal
- c. Motion Control Support
- d. Arch: Flat, Medium

e. Surface: Road/Track

5. ITEM 5 –ATHLETIC SHOES MOTION CONTROL SUPPORT – WOMENS

5.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Brooks Areil, or equal
- c. Motion Control Support
- d. Arch: Flat, Medium
- e. Surface: Road/Track



UNDER ARMOUR 3.0 TRAINING SHOE

Item# 1287351



Features:

- Lightweight breathable mesh upper with suede and synthetic overlays for protection
- TPU toe cap for extra protection
- Lightweight EVA midsole for optimal cushioning
- TPU heel cradle for stability
- Rugged high traction rubber lug outsole



UNDER ARMOUR DASH SHOE

Item# 1285671



Features:

- Stitched leather and mesh upper delivers breathability and midfoot support
- EVA sockliner for added step-in comfort
- One-piece EVA foam midsole for ultimate comfort
- Solid rubber outsole covers high impact zones for greater durability with less weight



MAGNUM MID PLUS OXFORD

Item# 5144



Features:

- Full grain leather upper
- Ballistic nylon mesh tongue & collar
- Speed lacing system
- Moisture-wicking lining
- 3D2 insole



ROCKY WATERPROOF OXFORD

Item# zh756



Features:

- Full-grain, water-resistant leather and lightweight 1000 denier nylon
- Guaranteed Rocky waterproof construction
- Oil and slip-resistant RigiTrac™ molded EVA outsole
- Rocky Airport™ footbed provides support and cushioning
- Rubber outsole is non-marking
- Non-metallic stabilizer
- Plastic shank
- Removable Terra suspension insole
- Padded collar and tongue



REEBOK ATHLETIC OXFORD

Item# RB1062



Features:

- Leather upper
- Moisture-wicking nylon mesh lining
- Removable EVA cushion insert
- Dual density outsole with rubber bottom
- Composite toe
- 100% non-metallic construction



REEBOK WOMEN'S ATHLETIC OXFORD

Item# RB110



Features:

- Leather upper
- Nylon mesh lining
- Removable F2A cushion insert with sponge rubber heel wedge
- SureGrip Plus rubber bottom and EVA cushion midsole
- 100% non-metallic



CERTIFICATE OF LIABILITY INSURANCE

9/30/2017

DATE (MM/DD/YYYY)

9/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:															
INSURED Galls, LLC 1345090 1340 Russell Cave Road Lexington KY 40505		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C : Chubb Custom Insurance Company</td> <td>38989</td> </tr> <tr> <td>INSURER D : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : Liberty Insurance Corporation	42404	INSURER C : Chubb Custom Insurance Company	38989	INSURER D : Navigators Specialty Insurance Company	36056	INSURER E :		INSURER F :	
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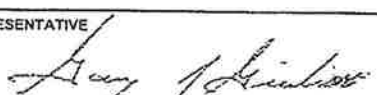
COVERAGES CERTIFICATE NUMBER: 11469874 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	TB7-Z11-261104-036	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> Coll: \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS2-Z11-261104-026	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S	N	N	79940689	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC7-Z11-261104-016	9/30/2016	9/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella	N	N	IS16EXC8845251C	9/30/2016	9/30/2017	Limit: \$15,000,000; XS \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 11469874 **CANCELLATION** See Attachment

EVIDENCE OF INSURANCE 11469874	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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