Invitation To Bid

Louisville/Jefferson Co Metro Government

Number:	1879

ORIGINAL

Revision:	0
Date:	17-AUG-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to $2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:
Metro Purchasing Department 611 West Jefferson Street Mezzanine Level Louisville, KY 40202

Reply By: 25-AUG-09

#	Description
1	**A price contract for a portion of Louisville Metro Government's need for Safety Shoes/Boots for a period of twelve (12) months, per the attached specifications.** **No Pre-Bid.**

DELIVERY TIME: _____
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: ~~SAFETY SHOE DISTRIBUTORS~~ BOOTWORKS
OFFICIAL'S SIGNATURE: [signature]
ADDRESS: 2218 Hikes Lane
Lou. Ky 40218
PHONE: 502-458-6400
DATE: 8-21-09

Invitation To Bid

Bid#: 1879

Louisville/Jefferson Co Metro Government

Standard Text

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND ONE BOUND COPY. The copy should be a complete copy of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.
If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.
RENEWAL OPTION:
Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.

Invitation To Bid

Louisville/Jefferson Co Metro Government

If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

STANDARD TEXT

[redacted]

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [redacted] and your Federal Tax Identification Number [redacted] If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.
All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employeement criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 513-563-7415

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract , or subcontract, and any solicitation or proposal therefore, in which to his knowledge:
a. He, or any member of his immediate family has a financial interest therein; or
b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:
Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.

2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.

3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.

4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.

5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.

6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.

7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.

8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.

9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.

10. Bids must be submitted as directed in the Invitation for Bids.

11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.

12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.

13. The owner reserves the right to reject any and all bids.

14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.

15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE

Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

SAFETY SHOE DISTRIBUTORS (BOOTWORKS)

Company Name

Craig A. Bowen /Hb

Director of Purchasing

Contract Term:

Effective: 10/1/09

Expires: 9/30/10

Items Covered:

All: Bid 1879

See Attached: ✓

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Safety Shoe Distributors (Bootworks)
Authorized Offical(Print) John S. Long
Signature of Authorized Official John S. Long
Title President
Date 8-21-09

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening. ✓
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date. ✓
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid. ✓
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- **Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.**

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

Company: Safety Shoe Distributors (BOOTWORKS)

Address: Street 2218 Hikes Lane

City Louisville County Jefferson State KY Zip 40218

Revenue Commission Number: [redacted]

Official: John S. Long

Signature: John S. Long Date: 8-21-09

For purposes of determining the low bid or the best evaluated bid this preference cannot be combined or accumulated with any other Louisville-Jefferson County Metro Government Procurement Preference.

HUMAN RELATIONS COMMISSION
Carolyn Miller-Cooper, Executive Director

GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)

FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBEs for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBEs be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBEs by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)

FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- **Optional Good Faith Efforts**

  Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBEs as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTFICATION (FORM GFE-3)

FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:
http://www.louisvilleky.gov/HumanRelations

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

Form GFE-1

LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
SUBCONTRACTOR AND SELF-PERFORM WORK LIST

DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION

Bidder Name: Safety Shoe Dept (Bootworks) **Total Bid Amount:**

☐ MBE ☐ FBE ☐ HBE **Email Address:** John@SSDOHIO.com

Bid Number: 1879 **Project Name:** Safety Shoes / B0015

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)	DIVISIONS OF WORK (UNDETERMINED WHO WILL PERFORM)
ALL	

LEGAL NAME OF ALL SUBCONTRACTORS	SUPPLIER	DIVISION OF WORK	SUBCONTRACT AMOUNT	% of Total Bid	CERTIFIED SUBCONTRACTOR MBE	FBE	HBE
	☐				☐	☐	☐
	☐				☐	☐	☐
	☐				☐	☐	☐
	☐				☐	☐	☐
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	☐				☐	☐	☐
	☐				☐	☐	☐
	☐				☐	☐	☐
		Total	$0.00				

Signature of Company Official: John S. Long **Date:** 8-21-09

Printed Name: John S. Long

Form GFE-2

LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
MFHBE SUBCONTRACTOR GFE LOG

DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION

Bidder Name: SAFETY SHOES(S). BOOTWORKS **Bid Total:** _____

Bid Number: 1879 **Project:** SAFETY SHOES / BOOTS

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202 502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

NAME OF MFHBE SUBCONTRACTORS CONTACTED	DIVISION OF WORK	REQUEST FOR QUOTES (Attach)	BID ACTIVITY						Reason for Rejection
			No Response	Quote Received (Attach)	Quote Amount	% of Bid Total	Quote Used	Quote Rejected	
N/A		☐	☐	☐			☐	☐	
		☐	☐	☐			☐	☐	
		☐	☐	☐			☐	☐	
		☐	☐	☐			☐	☐	
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		☐	☐	☐			☐	☐	
		☐	☐	☐			☐	☐	

Other Good Faith Efforts (Attach Supporting Documentation)

Signature of Company Official: John Long **Date:** 8-21-09

Printed Name: John S. Long

Form GFE-3

LOUISVILLE METRO GOVERNMENT
GOOD FAITH EFFORTS ("GFE")
SUBCONTRACTOR PAYMENT CERTIFICATION

DUE EACH MONTH OF THE CONTRACT PERIOD TO THE HUMAN RELATIONS COMMISSION

Bidder Name: Safety Shoe Dist. - Bootworks **Total Bid Amount:**

Bid Number: 1879 **Project Name:** Safety Shoes / Boots

REPORTING MONTH:

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

ALL SUBCONTRACTORS APPEARING ON FORM GFE-1	ORIGINAL CONTRACT AMOUNT ON FORM GFE-1	AMENDED CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach cancelled checks)			CONTRACTOR PAYMENT TOTAL (ATTACH INVOICES)		
			Date	Payment Amount	Retainage	Invoice Date	Payment Amount	Retainage
N/A								

ALL SUBCONTRACTORS NOT LISTED OF FORM GFE-1	DIVISION OF WORK	CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach Canceled Checks)			Certified MFHBE	CONTRACTOR PAYMENT TOTAL (Attach Invoices)		
			Date	Payment Amount	Retainage		Date	Payment Amount	Retainage
						☐			
						☐			
						☐			
						☐			
						☐			

Signature of Company Official: John S. Long **Date:** 8-21-09

Louisville Jefferson County
Metro Government

Public Works and Assets

BID #1879

Safety Shoes/Boots

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REQUEST FOR COMPETITIVE SEALED BIDS

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SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for an annual contract for **Safety Shoes/Boots**. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing until 3:00 PM, August 25, 2009, 611 West Jefferson Street - Mezzanine Level, Louisville Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3PM deadline on Tuesday, August 25, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Tim Maier
Operations Manager
444 S. Fifth Street, Suite 400
Louisville, KY 40202
502-574-5810

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be

considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

SECTION II

GENERAL PROVISIONS

2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.

2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.

2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".

2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.

2.15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

2.16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and

made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

(1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.

(2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

2.18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.

2.19 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.

2.20 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.

2.21 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

2.22 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

COMPETITIVE SEALED BID
SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro Government Terms & Conditions that are a part of this Request for Bid.

Include this page in your response to this bid.

Firm: Safety Shoe Distributors (Bootworks)

By: John S. Long

Title: President

E-Mail Address: John@ssiohio.com

Address: ☆ 2218 Hikes Lane
Lou. Ky 40218

Telephone 502 458-6400

Fax: 502 458-8466 (corporate fax 513 563-7415)

Date: 8-21-09

Metro Louisville Revenue Commission Number: [redacted]

Federal ID Number: [redacted]

Please include a copy of your W-9 with your submitted bid. This must be submitted prior to the award of a contract.

I acknowledge receipt of the following Addendum:

Addendum #1: ✓

Addendum #2: ✓

Addendum #3: ✓

Any Additional Addendum (write in numbers): _____

☆ moving store on 8/31/09 to:
Bootworks
4420 Dixie Hwy
Suite 104
Lou. Ky 40216
Ph# 502 448-2424

John S. Long

Vendor Signature (all items above have been read and completed)

SECTION III

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Supplier shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Supplier's (or Supplier's subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to commencing work, Supplier shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040.). **The Supplier must submit a Certificate of Insurance evidencing coverage required below with their bid, prior to being awarded a contract by the Louisville/Jefferson County Metro Government's Department of Purchasing,** *(who may request review by Louisville/Jefferson County Metro Government's Risk Management Division*

Without limiting Supplier's indemnification requirements, it is agreed that Supplier shall maintain in force at all times during the performance of this agreement the following policy of insurance covering its product and operations.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, and $2,000,000 aggregate including:

    a. Premises - Operations Coverage
    b. Products and Completed Operations Coverage
    c. Contractual Liability

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

A. The Supplier shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice.

B. Certificates of Insurance as required above shall be furnished, with your bid to the

Louisville/Jefferson County Metro Government
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

C. The supplier agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the supplier will not reduce any coverage amount below the limits required in this agreement.

D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Supplier hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Supplier.

SECTION IV

GENERAL SPECIFICATIONS

- Quality Work Books with Steel or composite toe and Steel or composite shank to meet OSHA Standards.
- Must have a selection of at least 15 or more styles of boots under $100.
- Provide Metro with a catalog of all boots and price for entire inventory and any discounts that apply.
- Selection should consist of both lace up and slip on style boots.
- Must have all styles in narrow A-B to extra wide EEE-EEEE widths.
- Bidders must supply a price list for all boots that are available for purchase. Boots listed must be steel or composite toe.
- Bidders must have a retail store in Metro Louisville area, and must also have the ability to provide a mobile service to 6+ locations throughout Metro Louisville.
- Bidders should provide at least 1 year warranty for defective materials.

SECTION V

EVALUATION CRITERIA

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

50% Total number of selection of styles of work boots available
50% Lowest price on average boot cost

Proposals will be reviewed by a committee consisting of representatives from: Metro Public Works and Assets

2009 SAFETY SHOE DISTRIBUTORS PRICE LIST
WWW.SSDOHIO.COM

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
00507	**$ 100.00**	30230	**$ 94.99**	P73060	$ 172.99
00510	**$ 100.00**	66025	**$ 84.99**	P76224	**$ 79.99**
08144	$ 168.99	C4340	**$ 100.00**	P76348	**$ 79.99**
08774	$ 159.99	C4375	**$ 100.00**	P76348N	**$ 79.99**
08779	$ 159.99	C438	**$ 100.00**	P76350	**$ 84.99**
08972	$ 159.99	C4388	**$ 100.00**	P7821	$ 129.99
10051	$ 109.99	C4390	**$ 100.00**	P89817	**$ 89.99**
10140	**$ 100.00**	C4444	**$ 100.00**	W01042	$ 119.99
10141	**$ 100.00**	C4885	**$ 94.99**	W01655	$ 159.99
10150	**$ 100.00**	C5100	**$ 89.99**	J149	$ 58.99
10151	**$ 100.00**	C5150	**$ 89.99**	J171	$ 129.99
10250	$ 119.99	C6880	$ 124.99	J175	$ 149.99
10591	**$ 99.99**	C7755	**$ 100.00**	J206	$ 69.99
11591	**$ 99.99**	W02193	**$ 89.99**	W03120	$ 142.99
11592	**$ 99.99**	W02564	$ 149.99	W03311	$ 139.99
11641	**$ 89.99**	W02566	$ 154.99	W03313	$ 144.99
12111	$ 124.99	W02573	$ 159.99	W03805	$ 154.99
12170	**$ 100.00**	D81615	**$ 100.00**	W03869	$ 154.99
12191	**$ 100.00**	D91137	$ 139.99	W04192	$ 124.99
12241	**$ 99.99**	D91630	**$ 100.00**	W04197	$ 134.99
12641	**$ 92.99**	D93027	**$ 89.99**	W04244	$ 159.99
13150	**$ 100.00**	DM1085	$ 119.99	**W04393**	**$ 99.99**
13151	**$ 100.00**	DM1369	$ 132.99	W04451	$ 100.00
13270	$ 129.99	DM1370	$ 119.99	W04452	$ 100.00
13331	$ 124.99	DM1371	$ 119.99	**W04713**	**$ 99.99**
13440	**$ 100.00**	DM1391	$ 132.99	**W04714**	**$ 99.99**
13442	**$ 100.00**	E02264	**$ 99.99**	W05683	$ 124.99
13531	$ 124.99	FS2400	$ 100.00	W05684	$ 124.99
13810	**$ 99.99**	P060	$ 157.99	**W06654**	**$ 89.99**
14270	$ 139.99	P078	$ 179.99	**Rubber Boots**	
14442	$ 124.99	P080	$ 162.99	11003	$ 18.99
15262	$ 124.99	P1326	**$ 94.99**	13771	$ 100.00
15271	$ 134.99	P1375	**$ 94.99**	22214	$ 94.99
17130	**$ 100.00**	P1376	**$ 94.99**	75101	$ 44.99
17131	**$ 100.00**	P1620	$ 119.99	P09	$ 24.99
17140	**$ 100.00**	P26063	$ 121.99	P11	$ 29.99
17141	**$ 100.00**	P36120	**$ 99.99**	P52	$ 26.99
17150	**$ 100.00**	P36121	**$ 99.99**	P98	$ 34.99
17151	**$ 100.00**	P4261	**$ 100.00**		
17370	$ 124.99	P47001	$ 122.99		
17371	$ 124.99	P47028	**$ 100.00**		
20100	$ 119.99	P504-4312	$ 116.99		
23086	$ 154.99	P508	$ 156.99		
23500	$ 154.99	P5520	$ 129.99		
23501	$ 154.99	P6223	$ 162.99		
23521	$ 154.99	P6295	$ 124.99		
24531	$ 159.99	P6761	**$ 100.00**		
30221	**$ 94.99**	P6762	**$ 100.00**		

61 styles @ 100.00 or Lower

SAFETY SHOE DIST.
10156 READING ROAD
CINCINNATI, OH 45241
PH. 513-563-4220
FAX. 513-563-7415
ORDERS@SSDOHIO.COM

1/5/09

SAFETY TOE FOOTWEAR STYLES
2009 DISTRIBUTOR PRICE LIST

EFFECTIVE JANUARY 5, 2009

HYTEST SAFETY FOOTWEAR, HA-1-50, 9341 COURTLAND DRIVE, ROCKFORD, MI 49351
TOLL FREE: 800/635-4536, FAX: 616/866-7617, WEBSITE: www.hytest.com

HYTEST

STYLE#	PRICES	STYLE#	PRICES	STYLE#	PRICES	STYLE#	PRICES	STYLE#	PRICES
00102	**$82.99**	11162	**$54.99**	13270	$129.99	17046	**$69.99**	30240	**$64.99**
00228	**$94.99**	11181	**$62.99**	13281	**$72.99**	17110	**$59.99**	30241	**$64.99**
00507	**$100.00**	11240	**$56.50**	13291	**$84.99**	17130	**$100.00**	50200	**$51.99**
00510	**$100.00**	11241	**$56.50**	13330	**$78.99**	17131	**$100.00**	52031	**$56.50**
00818	**$89.99**	11311	**$100.00**	13331	$124.99	17140	**$100.00**	53005	**$54.99**
04035	$109.99	11411	**$72.99**	13351	**$86.99**	17141	**$100.00**	53045	**$54.99**
05040	**$72.99**	11591	**$99.99**	13370	**$79.99**	17150	**$100.00**	53055	**$63.99**
08144	$168.99	11592	**$99.99**	13371	**$79.99**	17151	**$100.00**	62010	**$62.99**
08144B	$176.99	11641	**$89.99**	13410	**$77.99**	17170	**$58.99**	66025	**$84.99**
08144C	$202.99	11643	**$55.99**	13440	**$100.00**	17191	**$62.99**		
08171	$114.99	11880	**$59.99**	13442	**$100.00**	17210	**$62.99**		
08300	$182.99	12040	**$100.00**	13460	**$72.99**	17211	**$62.99**		
08772	$107.99	12041	**$100.00**	13481	**$69.99**	17330	**$84.99**		
08773	$162.99	12043	**$72.99**	13530	**$76.99**	17370	$124.99		
08773B	$172.99	12045	**$72.99**	13531	$124.99	17371	$124.99		
08773C	$187.99	12046	**$72.99**	13610	**$72.99**	19262	**$81.99**		
08774	$159.99	12060	**$76.99**	13611	**$72.99**	20100	$119.99		
08775	$108.99	12061	**$76.99**	13771	**$78.99**	20101	**$82.99**		
08776	$104.99	12100	**$72.99**	13810	**$99.99**	23010	$112.99		
08777	$162.99	12101	**$72.99**	13820	**$74.99**	23011	$112.99		
08779	$159.99	12111	$124.99	13830	**$76.99**	23085	$154.99		
08971	$159.99	12120	**$59.99**	13840	**$79.99**	23086	$154.99		
08972	$159.99	12131	**$78.99**	13850	**$78.99**	23150	**$92.99**		
08972B	$172.99	12170	**$100.00**	13860	**$77.99**	23151	**$92.99**		
08972C	$187.99	12191	**$100.00**	13890	**$81.99**	23500	$154.99		
10041	**$69.99**	12200	**$74.99**	14240	**$92.99**	23501	$154.99		
10051	**$100.00**	12202	**$74.99**	14262	**$82.99**	23502	$154.99		
10122	**$72.99**	12310	**$75.99**	14270	$139.99	23510	$102.99		
10140	**$100.00**	12311	**$75.99**	14291	**$89.99**	23511	$102.99		
10141	**$100.00**	12591	**$69.99**	14361	**$94.99**	23520	$102.50		
10150	**$100.00**	12641	**$92.99**	14451	**$100.00**	23521	$154.99		
10151	**$100.00**	13011	**$72.99**	14551	$119.99	24024	$116.99		
10241	**$72.99**	13122	**$72.99**	14800	**$82.99**	24026	$118.99		
10250	$122.99	13150	**$100.00**	14810	**$79.99**	24151	**$98.99**		
10431	**$100.00**	13151	**$100.00**	14860	**$82.99**	24500	**$98.99**		
10441	**$72.99**	13160	**$69.99**	14870	**$84.99**	24501	**$98.99**		
10451	**$72.99**	13161	**$69.99**	14611	**$76.99**	24531	$159.99		
10591	**$92.99**	13180	**$65.99**	15262	$124.99	25026	$118.50		
10592	**$62.99**	13181	**$65.99**	15271	$134.99	25500	**$97.99**		
10800	**$69.99**	13210	**$72.99**	15340	$106.99	30046	**$79.99**		
11052	**$67.99**	13220	**$67.99**	15440	**$72.99**	30065	**$82.99**		
11141	**$72.99**	13240	**$84.99**	15442	**$72.99**	30221	**$94.99**		
11150	**$69.99**	13260	**$76.99**	15720	**$82.99**	30230	**$94.99**		
11160	**$54.99**	13262	**$76.99**	15761	**$86.99**	30231	**$64.99**		

138 styles @ $100
OR 20w-ey

SAFETY TOE FOOTWEAR STYLES
2009 DISTRIBUTOR PRICE LIST
EFFECTIVE JANUARY 5, 2009

HYTEST SAFETY FOOTWEAR, HA-1-50, 9341 COURTLAND DRIVE, ROCKFORD, MI 49351
TOLL FREE: 800/635-4536, FAX: 616/866-7617, WEBSITE: www.hytest.com

WOLVERINE				CAT		HARLEY		BATES	
STYLE#	PRICES	STYLE#	PRICES	STYLE#	PRICES	STYLE#	PRICES	STYLE#	PRICES
W01110	**$81.99**	W04411	**$84.99**	P89021	**$74.99**	D81048	**$74.99**	E02263	**$68.99**
W01123	**$72.99**	W04451	**$100.00**	P89025	**$77.99**	D81615	**$100.00**	E02264	**$99.99**
W01124	**$76.99**	W04452	**$100.00**	P89135	**$59.99**	D91013	**$73.99**	E02272	**$93.99**
W01655	$159.99	W04625	**$52.99**	P89162	**$59.99**	D91015	**$73.99**	E02320	**$69.99**
W01664	$116.99	W04671	**$68.99**	P89359	**$77.99**	D91035	**$82.99**	E02326	**$67.99**
W01666	$116.99	W04672	**$68.99**	P89360	**$77.99**	D91137	$139.99	E02720	**$69.99**
W01671	$116.99	W04696	**$87.99**	P89366	**$79.99**	D91144	**$59.99**		
W02193	**$89.99**	W04707	**$81.99**	P89369	**$79.99**	D91231	**$86.99**		
W02194	**$58.99**	W04713	**$99.99**	P89370	**$77.99**	D91630	$100.00		
W02292	**$78.99**	W04714	**$99.99**	P89446	**$57.99**	D91652	**$79.99**		
W02293	**$78.99**	W04820	**$91.99**	P89495	**$69.99**	D93027	**$89.99**		
W02294	**$82.99**	W04822	**$96.99**	P89556	**$82.99**	D93075	**$82.99**		
W02300	**$58.99**	W04826	**$96.99**	P89586	**$59.99**	D94049	**$67.99**		
W02301	**$58.99**	W04904	**$67.99**	P89597	**$69.99**	D94103	**$79.99**		
W02302	**$58.99**	W04905	**$69.99**	P89611	**$69.99**	D94171	**$82.99**		
W02419	**$86.99**	W04909	**$74.99**	P89612	**$69.99**	D94177	**$79.99**		
W02420	**$86.99**	W04995	**$76.99**	P89614	**$82.99**	D95226	**$79.99**		
W02427	**$91.99**	W04996	**$76.99**	P89620	**$57.99**				
W02428	**$91.99**	W04999	**$73.99**	P89660	**$59.99**				
W02564	$149.99	W05000	**$73.99**	P89674	**$69.99**				
W02566	$154.99	W05003	**$81.99**	P89699	**$68.99**				
W02573	$159.99	W05004	**$81.99**	P89701	**$68.99**				
W02574	$104.99	W05021	**$86.99**	P89702	**$59.99**				
W02601	**$85.99**	W05023	**$91.99**	P89703	**$59.99**				
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W02625	**$63.99**	W05684	$124.99	P89771	**$64.99**				
W02626	**$63.99**	W05687	**$88.99**	P89772	**$64.99**				
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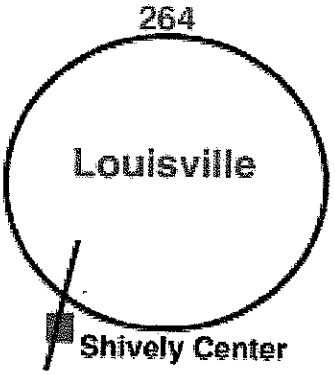

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