



2022-12-18

Uniform Footwear

Issue Date: 1/6/2022

Questions Deadline: 1/31/2022 02:00 PM (CT)

Response Deadline: 2/10/2022 02:00 PM (CT)

Contact Information

Contact: Mrs. Ellen Ataie Contracts Administrator

Address: Purchasing

305 Century Parkway

Allen, TX 75013

Phone: (214) 509-4632

Email: eataie@cityofallen.org

Event Information

Number: 2022-12-18
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Bid Attachments

Bid Endorsement.pdf

Bid Endorsement Form

Download

Conflict of Interest.pdf

Conflict of Interest

Download

INSURANCE REQUIREMENTS.pdf

INSURANCE REQUIREMENTS

Download

Bidding Terms and Conditions.pdf

Bidding Terms and Conditions

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Bid Attributes

1 Notice to Offerors

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF QUOTES

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving quote responses for this solicitation. However, all methods detailed in this solicitation are acceptable. If quotes are submitted electronically, all attached required forms must be uploaded with submittal.

To register as a supplier in order to submit an electronic response visit: www.cityofallen.org, select '*How do I...*' from the main page, then click on '*Register as a Vendor*', it will go directly to our online bidding website, then select '*Supplier Registration*' and follow the prompts. After registration approval, electronic notifications will be sent to registered suppliers on current bidding opportunities and enable the ability to submit QUOTES online. This service is available at no fee to the vendor.

Paper responses may be mailed/delivered to the following address: City of Allen, Attn: Ellen Ataie 305 Century Parkway, Allen, Texas 75013 (please write Quote # and Title on envelope).

This is a Request for Quote, a pre-bid meeting will not be held. A public bid opening will not be held.

1.3 NUMBER OF COPIES

Electronic submission is highly encouraged. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. If submitting a paper offer, the original copy shall be unbound and clearly marked "**Original**". If your bid is electronically submitted, additional copies will not be required.

1.4 QUOTE INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work

day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.5 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.6 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening-Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.7 BID SUBMITTALS

Quotes shall be submitted on the forms provided to insure complete uniformity of wording of all Quotes. Quotes may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

1.8 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

1.9 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best- qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded based on "best value". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

- the purchase price;
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

1.10 BID TABULATIONS

Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

1.11 CONTRACT ADMINISTRATION

The City of Allen Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.12 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

1.13 DEFINITIONS

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

1.14 INQUIRIES

Questions about this bid shall be in writing and directed to Ellen Ataie at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Ellen Ataie
City of Allen Purchasing
305 Century Parkway
Allen, TX 75013

e-mail: eataie@cityofallen.org
phone: 214-509-4632

2 Specifications

OBJECTIVE:

The City of Allen is soliciting proposals for the purchase of uniform safety footwear. Purchases are made

periodically throughout the year. estimated annual expenditure for these products is \$26,000 annually. The City anticipates that this request for proposal will result in a multi-vendor award.

Footwear for public safety (Police and Fire) are separate contracts and solicitations from this Request for Proposal. Public Safety departments are not prohibited from ordering from contracts awarded by this solicitation.

TERM

The contract period shall commence upon execution of the contract and continue for a period of one year. The city reserves the right to extend the contract period for two additional one-year periods, with said options to be exercised solely at the City's discretion.

REQUIREMENTS

Qualified vendors must have wholesale access to apparel and products offered under the contract. Vendors must have adequate staff and facilities to fulfill orders. The vendor must have visibility to order tracking throughout the order process. The vendor is responsible for quality control and oversight throughout the order process.

The vendor must understand the requirements of safety apparel and be able to indicate which products meet current OSHA regulations, when requested.

SCOPE OF WORK

The vendor will provide the City with safety footwear for purchase on an as-needed basis throughout the year.

DELIVERY: The contracted vendor must place orders within one business day of receiving the request for the order or approval of proofs. The vendor is responsible for immediately informing the City of any anticipated delays. Products ordered must be delivered to the address indicated on the order.

CUSTOMER SERVICE: The vendor must provide access to a customer service line or direct sales representative during regular business hours (Monday-Friday 8AM – 5PM Central Time) for order placement and billing inquiry.

ALTERNATES: The proposal allows for alternates. The pricing form includes a specific branded item and item number. It is understood that not all companies have wholesale access to all the brands in the solicitation, this should not limit the company from making an offer and proposing an alternate. Occasionally, manufacturers update the model number or upgrade products to a next series. As part of the proposal response, it is permissible to submit alternates to the item which are equal or better to the product indicated. A description of the alternate is required.

SIZING: The vendor must have access to the range of sizes and widths in both women's and men's styles.

PAYMENTS AND INVOICING: All invoices must be e-mailed to accountspayable@cityofallen.org. If payment is made with a City-issued P-card (Mastercard), then a receipt must be provided to the purchaser whose name appears on

the card, detailing the purchase. The City is tax-exempt. Billing-related correspondence is to be directed to: City of Allen Finance Department, 305 Century Parkway, Allen, TX 75013.

EMPLOYEE ALLOWANCE AND FITTING: City funds become available October 1st of every year. The City will establish an authorized price allowance for employee footwear purchases. Vendors will not be permitted to bill the City in an amount exceeding the authorized allowance for any shoe purchased by a City employee. Employees must provide personal funds to cover any excess of the approved allowance. The allowance as of December 2021 is \$150.00. The employee is responsible to pay tax that applies only for any amount over \$150.00.

Responsive customer service is essential to the vendor's performance under this contract. Orders which are late, lost, incomplete, or defective in any way will require immediate attention. Uniform apparel orders are essential to the City, as employees must wear these to be compliant with the dress code. The City reserves the right to refuse the acceptance orders which are beyond the promised delivery date, are incorrect, or delivered past a special event date.

To provide safety and comfort to the City of Allen Employees, the City will purchase steel-toe, non-steel toe, walking shoes, and boots based upon pricing, warranty, and return policies included in this quote solicitation.

BRANDS: National brands, vendor exclusive, or the vendor's private brands are permitted. The vendor must offer both female and male footwear choices, with extended sizing available for each gender. Extended sizing includes wide widths (men's and women's) and sizes 12.5 + (men's).

Historically, the City of Allen has purchased the following work shoes and boots including, but not limited to, the following brands:

- Wolverine
- Justin
- Timberland
- Ariat
- Caterpillar
- Brazos
- Lacrosse
- Rockport
- Rancher
- Florsheim
- Rocky
- Danner
- Double H

- Twisted X

Footwear purchased by the City for uniformed employees may include, but are not limited to, the following styles of features:

- 6" Boots
- 8" Boots
- 11" Boots
- Logger
- Security
- Waterproof
- Steel-toe
- Slip-resistant
- Hiker
- Western
- Wellington

SAFETY REQUIREMENTS: The vendor must be familiar with and comply with the Occupational Safety and Health Administration Standard 1910.136 for Footwear Protection for any footwear sold as 'safety' or marketed with safety benefits or protective toe shields. Refer to the OSHA website: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=9786&p_table=standards

The safety footwear shall meet or exceed ASTM 2413-2005 standards and shall be classified according to its ability to meet minimum requirements for both compression and impact tests. These specifications represent styles and hazard applications which are desired along with preferred construction features and materials. Vendors may exceed these specifications where improvements in construction and materials have been made. All electrical hazard safety footwear must meet ANSI Z-41/1999 standard. All Steel toed or shielded toe safety footwear must meet or exceed ANSI S-41/1999 standards.

Certified tests reports, indicating that footwear furnished under these specifications have been subjected to all required tests and have met or exceed minimum requirements, shall be signed by a qualified employee of the manufacturer and furnished to the City of Allen, if requested.

Whenever the manufacturer has researched and/or documented coefficient of friction factors for slip resistance on various types of surfaces, this information shall be provided on each types of sole provided on the safety shoes supplied. All safety footwear with puncture resistant mid-soles shall meet or exceed ASTM 2413-2005.

Vendors must furnish a copy of their shoe return policy including responsibility for shipping, limits on returns, time limits on returns, justification needed, etc. Orders for shoes not in stock are subject to cancellation at no charge to the City if not received within fourteen days.

Vendors will be responsible for the proper fitting of the shoes to the employee. The City plans to award to minimum of one vendor who has a brick-and-mortar retail location within Collin County. These retail stores should be open and accessible to City employees during normal business hours, have a visible display of steel-toe, non-steel toe, walking shoes, and boots offered and provide fitting and servicing within the facilities. City employees shall have the right to try on samples at store location(s). City may also request sample shoes and boots to be physically delivered or mailed by the vendor to a City office for occasional fitting on an as needed basis at no extra cost to the City. Samples may be held for comparison with deliveries and will be returned at the vendor's risk and subject to their expense.

WARRANTY & QUALITY: The product shall have manufacturer's warranty (minimum 1 year) against defective material, workmanship, and failure to perform in accordance with required performance criteria.

Product offered under this contract is not to include pre-worn, seconds, defective, over-runs, or other product that is not first-rate quality.

Product offered must not exceed the manufacturer's suggested retail price. If offering a mobile store service, product on the mobile store must have the identical original retail pricing for same styles which appear in the company's local brick-and-mortar store. Mobile store prices cannot exceed that of the identical product carried in the local store. If not able to provide a "catalog" discount, please submit your price work sheet on Safety Shoes, Work Shoes and Work Boots.

MOBILE STORE: The City of Allen intends to award to a minimum of one (1) vendor who offer a mobile store unit. The mobile unit will visit the City of Allen facilities on average once per year. This visit has historically taken place in the month of October. The mobile store unit must be able to accept Purchase Orders and credit card on-site.

The ability to offer a mobile store unit is not a requirement for bidding. The City will consider awarding to bidders who have brick-and-mortar locations with Collin County, or those who are able to offer a site visit.

3 Pricing

Indicate your price discount on MSRP or retail display price. If your discount varies by brand, list the brand and discount. If your price varies by item, attach a price worksheet by brand and style and upload it in the Response Attachments Tab.

(Required: Maximum 4000 characters allowed)

4 Brand and Item List

Indicate the brands offered and attach a list of available styles in the Response Attachments Area. If certain brands are only available online or special order, please state that information.

(Required: Maximum 4000 characters allowed)

5 Exceptions to Discounts

List any exceptions to discount or price offers.

(Optional: Maximum 4000 characters allowed)

6 Return Policy

State your return policy.

(Required: Maximum 4000 characters allowed)

7 Warranty

Provide your warranty information.

(Required: Maximum 4000 characters allowed)

8 Special Orders
Describe your special order process for non-stock items.

(Required: Maximum 4000 characters allowed)

9 Store Location
List store locations and their address in Collin County, TX.

(Required: Maximum 4000 characters allowed)

10 Mobile Store
Do you have a mobile store truck or trailer?
 No Yes
(Required: Check only one)

11 Mobile Store Site Visits
If YES, please describe the mobile store, availability, and process for scheduling a site visit.
Indicate if Purchase orders and Mastercard (P-Card) can be used at the time of purchase.
Approximately how many styles are stocked on the mobile store?
Attached any information necessary in the Response Attachments area.
The City of Allen anticipates 1 site visit per mobile store each year (October).

(Optional: Maximum 4000 characters allowed)

1
7

Reference 2

(Required: Maximum 1000 characters allowed)

1
8

Reference 3

(Required: Maximum 1000 characters allowed)

1
9

Bank Reference

Bank References (List Institution, Address, Contact Person, and Phone):

(Required: Maximum 1000 characters allowed)

2
0

Company Information

List the following:

1. Company type per W-9 form
2. List of Officers/Principal/Owner
3. Date company was formed
4. Company named as registered with the Texas Secretary of State
5. Company's primary address

(Required: Maximum 1000 characters allowed)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature