

# City of Albany, New York

## REQUEST FOR PROPOSALS FOR THE PROVISION OF WORK AND SAFETY FOOTWEAR and FOOTWEAR FITTING SERVICES

RFP No. 2016-28  
December 13, 2016

### SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from qualified service providers to provide footwear fitting services and work and safety footwear for employees of the City of Albany Police Department, Department of Recreation, Department of General Services (including Rapp Road Landfill), and the Department of Water and Water Supply. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

### SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed – Footwear Fitting Services and Work and Safety Footwear" no later than **Tuesday, December 27, 2016 at 1:00 p.m.** at the following address:

Trey Kingston  
Assistant Corporation Counsel  
City Hall - Room 106  
24 Eagle Street  
Albany, New York 12207

- 2.2 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology and ability to provide the requested services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.

- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the contract, in whole or in part, to one or more firms and individuals.
- 2.7 Any award of the footwear fitting service work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

**SECTION 3: QUALIFICATIONS OF PROPOSER:**

- 3.1 Each proposer shall provide a statement of qualifications including:
  - a. A brief history and description of the proposer submitting the proposal.
  - b. At least three (3) references, including addresses and telephone numbers.
  - c. A summary of proposer's general experience in providing the services requested herein to municipalities similar to the City of Albany, New York.
- 3.2 The City of Albany may make such inquiries as it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

**SECTION 4: SCOPE OF SERVICES:**

- 4.1 Proposer shall provide work and safety footwear that meet or exceed ASTM F2413-05 I/75 C/75, as requested by various departments in the City of Albany.
- 4.2 Proposer shall provide on-site work and safety footwear fitting services via a mobile unit ("shoe-mobile") at locations designated by the respective City Departments.
  - a. Locations for scheduled on-site visits to the City of Albany shall include, but not be limited to:
    - i. Department of General Services: 1 Richard J. Connors Boulevard, Albany, New York 12204

- ii. Rapp Road Landfill: 525 Rapp Road, Albany, New York, 12203
  - iii. Albany Water Department: 10 North Enterprise Drive, Albany, New York 12204
  - iv. Department of Recreation: 1 Richard J. Connors Boulevard, Albany, New York 12204
  - v. Albany Police Department: 1 Richard J. Connors Boulevard, Albany, New York 12204
- 4.3 Proposer shall provide an inventory of work and safety footwear to be fitted and purchased by eligible City employees at the time of the on-site fitting.
- 4.4 Eligible employee(s) shall receive one (1) stipend of Eighty-Five Dollars (\$85.00) for the purchase of one (1) pair of work and safety footwear. Any costs incurred beyond the stipend shall be the responsibility of the employee.
- 4.5 All fittings must be complete on or before December 1, 2017.
- 4.6 All City Departments shall be authorized to purchase from this contract.

#### **SECTION 5: COST PROPOSAL**

- 5.1 Provide a complete list of work and safety footwear eligible at and under the \$85.00 stipend that meet the requirements set forth in Section 4 above with a description and catalog/photograph.
- 5.2 Provide a complete list of all other work and safety footwear that meet the requirements set forth in Section 4 above, along with a description and catalog/photograph and price list.
- 5.3 Proposer must provide samples of eligible footwear upon request by the City prior to award of contract.
- 5.4 All prices shall be inclusive of providing on-site fittings and delivery to the City of Albany at the locations designated above in Section 4.2, including shipping and handling, if necessary, in the event the requested footwear is not available for immediate purchase at the time Proposer provides on-site fitting services, as contemplated herein in Section 4 above.
- 5.5 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.
- 5.6 The selected proposer shall submit itemized bills, properly executed claim forms, vouchers and such other necessary information or supporting documentation as may be required by the City of Albany in order to process payment. Invoices shall be submitted to each respective City Department responsible for payment.

All City Departments shall be authorized to purchase from this Contract.

**SECTION 6: CONTRACT:**

- 6.1 The selected proposer(s) will be required to execute a written contract with the City of Albany. The initial term of the contract will be one (1) year. The City shall have the option to extend the contract for two additional one (1) year terms upon budget approval. Notwithstanding the foregoing, the City reserves the right to terminate the contract at any time, with or without cause, upon (30) thirty days written notice to the selected proposer.

**SECTION 7: PROPOSAL EVALUATION:**

- 7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 7.2 Proposals shall be examined and evaluated by the City of Albany to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:
- \* Proposer's demonstrated capabilities, professional qualifications, and experience in providing footwear fitting services.
  - \* The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
  - \* Proposed cost and quality/availability of work and safety footwear.
  - \* Completeness of the proposal.
- 7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

**SECTION 8: ALTERNATIVES:**

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

**SECTION 9: INDEMNIFICATION:**

- 9.1 The selected proposer will be required to defend, indemnify and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

## **SECTION 10: SPECIFICATION CLARIFICATION:**

10.1 All inquiries with respect to this Request for Proposals shall be directed to:

Trey Kingston  
Assistant Corporation Counsel  
City Hall - Room 106  
24 Eagle Street  
Albany, New York 12207

10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda mailed or delivered to the party that submitted the inquiry/inquiries and will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

## **SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

## **SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:**

12.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.

(c) **Automobile Liability Insurance:** A policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.

12.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:

- (a) The City of Albany is named as an additional named insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.
- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.

12.3 No work shall commence under the contract until the selected proposer has delivered to the City of Albany or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

### **SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT**

13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages that follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE**  
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)  
(printed name and title)

\_\_\_\_\_  
(name of firm)

**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he/she is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS.:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_