



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

**REQUEST FOR PROPOSALS # 40100-23900  
AMENDMENT # 3  
FOR TDOT REGION 1 EMPLOYEE SAFETY  
FOOTWEAR PROGRAM**

DATE: 4/15/2021

RFP # 40100-23900 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		3/23/2021
2. Disability Accommodation Request Deadline	2:00 p.m.	3/26/2021
3. Pre-response Conference	9:00 a.m.	3/29/2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	3/30/2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	4/5/2021
6. State Response to Written "Questions & Comments"		4/15/2021
7. Response Deadline	2:00 p.m.	4/22/2021
8. State Completion of Technical Response Evaluations		4/27/2021
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	4/28/2021
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	4/30/2021
11. End of Open File Period		5/9/2021
12. State sends contract to Contractor for signature		5/10/2021
13. Contractor Signature Deadline	2:00 p.m.	5/12/2021

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>1. In section A.3., Mobile Store Availability, there is a reference to a mobile footwear store that can visit each location. Is this a requirement to have a mobile footwear store?</p> <p>In lieu of shoe trucks, we can provide [REDACTED] events. These events will include digital scans of employee's feet, recommendations on size, width, and supportive orthotics. A sample of approximately 20 styles of footwear will be available for employee viewing. Kiosks for ordering footwear will be available to assist in placing orders.</p>	<p>Yes; Section A.3. Mobile Store is a requirement and cannot be replaced with alternative services.</p>
		<p>2. In section A.3.(c.), there is mention that 90% of Employees that attempt to make a purchase shall have orders filled. Is this a requirement that the Employee orders must be fulfilled the same day or can these orders be shipped after orders get placed?</p>	<p>Section A.3.(c) requires that Employee orders must be fulfilled the same day.</p>
		<p>3. Section A.3.(f.) reads that the ordered footwear shipment is to be shipped to the Region or District location. Can orders be shipped to the employee's home address?</p>	<p>No, all footwear needs to go through the hands of TDOT Procurement staff.</p>
		<p>4. Section A.3.(g.) states that the Contractor shall accept cash as a viable payment option. Is it a requirement that cash must be accepted?</p>	<p>Yes, section A.3. the contractor shall accept credit, debit, and cash as viable payment options.</p>
		<p>5. I know the RFP stated \$130.00 per employee is covered by the State but how many associates will be eligible for the voucher?</p>	<p>Between 1800 – 2500 annually.</p>
		<p>6. The scope under A.3 (copied below) states the contractor shall provide a mobile footwear store. Is this a non-negotiable section?</p>	<p>Yes; Section A.3 is a requirement.</p>

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		<p>A.3. Mobile Store Availability. The Contractor shall provide a mobile footwear store (e.g., truck or van) at each TDOT Region and District (see list in Appendix A), at a minimum of once annually as coordinated with the designated coordinator at each location.</p> <p>a. One additional date may be requested by Regional or District Office per year so Employees can purchase footwear.</p> <p>b. The mobile store unit must be able to be available within four weeks of the requested additional visit.</p> <p>c. During the site visits, ninety percent (90%) of Employees that attempt to make a purchase shall have orders filled.</p> <p>d. The Contractor shall schedule site visits at no additional cost or minimum order requirements per site visit.</p> <p>e. Footwear that is not in stock on the mobile store unit must ship within ten (10) business days.</p> <p>f. Shipment of ordered footwear shall be to the Region or District location where the order was placed.</p> <p>g. The Contractor shall accept credit, debit card, and cash as viable payment options at the mobile store unit to allow the Employee to pay any balance above the allotment provided by TDOT.</p>	
		<p>7. I had a quick clarification question concerning the responses around references. You mentioned in the Pre-Bid that references can submit their responses and questionnaire via email versus a mailed letter and that they should do so directly to you versus sending to us, the respondent, to submit. In section B.17 it states that the respondents</p>	<p>The State has issued Amendment #1 to provide additional clarification and instructions for email submission for references.</p> <p>References are due any time <u>before</u> the Response Deadline at 2:00 p.m. 4/16/2021 and must be</p>

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		<p>should include references at the time of submission with their Technical Responses. Considering the state is allowing for email response submissions, should we be letting our references know that they can submit their filled out questionnaire to you at any time during the open bid process or do we need to have the references send you the questionnaire in concert with a specific date or deadline? Just wanted to confirm considering the sections guidance is to have references submitted at the same time as the Technical response.</p>	<p>submitted to the solicitation coordinator.</p>
		<p>8. Is there a format you need the references responses to the questionnaire? Is it ok if it is a word document or does it need to be saved as a PDF or other format?</p>	<p>RFP ATTACHMENT 6.2. Section B.17 instructs the reference to (ii) sign and date the completed reference questionnaire found on the last page of the questionnaire signature block. The State will accept a wet signature or electronic signature is acceptable. In order to do so PDF format will be required.</p>
		<p>9. As a note, the link in the RFP to check status is no longer working.  <a href="https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information--request-for-proposals--rfp--opportunities1.html">https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information--request-for-proposals--rfp--opportunities1.html</a></p>	<p>Solicitation updates including amendments will be found on CPO's website:  <a href="https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information/request-for-proposals--rfp--opportunities1.html">https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information/request-for-proposals--rfp--opportunities1.html</a></p>
		<p>10. Cost Proposal and C.3 "MSRP".</p> <p>Many suppliers do not base their pricing structure on MSRP and as such do not have a way to operationalize discounts from MSRP. This is due, in part, to several manufacturers that do not have a "Retail" pricing model which allows a supplier to post and price from MSRP. Additionally, different distributors will carry different</p>	<p>The State agrees to make the change from "Percentage Discount off MSRP Years 1-5" to "Percentage Discount off Distributor Catalogue Years 1-5."</p>

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		<p>Manufacturer Brands, so even if MSRP was a usable pricing model, it is not feasible for a supplier to provide a single discount in the aggregate across all brands. Will the State allow respondents to provide their percent catalog discounts based on the distributor's own catalog or list pricing model with an explanation of how the catalog pricing functions</p>	
		<p>11. A.9. Warranty.            At this time, our company cannot offer any warranty other than its standard warranty which is one year after date of purchase. It is believed that the State is requiring a 3-year warranty in this section. However, it is generally an industry standard for a one-year warranty. And typically for work shoes, this is often the average life span and employees tend to by new shoes annually. Would the State consider amending its terms or allow our Company to respond to this bid with the following revision clarifying that the warranty provided would be one year?</p>	<p>The State may replace this provision with optional language to accommodate the unique Warranty Period and populate the language in red upon contract award:</p> <p><i>Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: (a) number (#) months or years after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. During the Warranty Period, any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect at no additional charge.</i></p> <p><i>Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.</i></p>

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			<p><i>Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.</i></p>
		<p>12. D.6. Termination for Cause. While we believe that the likelihood of a breach is close to zero, we would appreciate that the State give written notice and an opportunity to cure prior to terminating as our company would diligently work to immediately correct any problem. Will the State possibly amend its terms or allow our company to propose the following revision with its bid response?</p> <p><i>If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), after written notice and a five (5) business day opportunity to cure, the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation ...</i></p>	<p>The State will consider making this revision upon contract award with the awarded respondent.</p>
		<p>13. D.24. Force Majeure: Will the State consider adding the following underlined text to the beginning of the below excerpted sentence?</p> <p><u><i>In the event that the Force Majeure Event is not known to the general public,</i></u> Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State</p>	<p>Generally, the concept of a Force Majeure clause is to excuse contractual nonperformance when such nonperformance is caused by unforeseen events ("events") beyond the control of both parties and that make contract performance impracticable. The types of events that typically excuse nonperformance are natural disasters such as floods, tornadoes, earthquakes and</p>

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		<p><i>within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event.</i></p> <p>Will the State consider adding the following text to the end of the State's Force Majeure clause or allow our company to add this revision to its bid response?</p> <p><i>Contractor shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Contractor in the conduct of its business.</i></p>	<p>hurricanes and acts of people such as acts of terrorism, riots, strikes, wars and medical epidemics. Therefore, it would not be reasonable to include either language addition proposed and both requests are denied by the State.</p>
		<p>14. For their safety specifications, are employees allowed rubber boots or insulated boots with all required requirements?</p>	<p>Any shoe that meets the safety standards specified in RFP ATTACHMENT 6.6.-Pro Forma Contract Section A.5 should be permissible for employees to purchase.</p>
		<p>15. Will TDOT provide individual PO's for each purchase, or will they send Blanket PO's?</p>	<p>POs will be generated by Department ID (TDOT business unit).</p>
		<p>16. On page 1 of the Technical Response &amp; Evaluation Guide,</p>	<p>The State has corrected the numbering to the correct sequential order.</p>

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		there are two Item References labeled "C.5.". How do we correctly reference each based on that they are labeled the same?	

3. Replace RFP section ATTACHMENT 6.2. — SECTION C.5, ATTACHMENT 6.3. COST PROPOSAL, ATTACHMENT 6.6. – SECTION A.9, C.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

C.6 Provide a narrative stating the inventory the Respondent plans to use to accomplish the scope of services on a daily, monthly, quarterly, and annual basis to meet the needs of authorized footwear for employees.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
% Discount off Distributor Catalogue	% / Discount	1,625,000	
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals <hr/> evaluation cost amount being evaluated		x 10 (maximum section score)	= <b>SCORE:</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			



A.9 Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of: (a) number (#) months or years after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. During the Warranty Period, any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Annual allotment shoe cost per employee after ____% discount off Distributor Catalogue Years 1-5	\$ 130.00
Specialty footwear cost in excess of employee annual allotment shoe cost authorized by TDOT in accordance with Scope A.7.c.	Amount per written pre-approval from TDOT

4. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.