

# Request for Proposal 24-043 Sheriffs Uniforms, Apparel, Accessories and Equipment

The County of Ottawa, Purchasing Division, on behalf of Ottawa County Sheriff's Office, is requesting proposals from experienced and qualified vendors for public safety uniforms, apparel, accessories, and equipment necessary for complete uniforms to be purchased on an as needed basis.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Thursday, April 4, 2024
Questions Deadline:	Thursday, April 11, 2024
Addendum Issuance:	Tuesday, April 16, 2024
RFP Deadline:	By 2:00 PM (ET) Tuesday, April 23, 2024
Evaluation Timeline (Estimated):	April 24, 2024, to May 3, 2024
Intent to Award (Estimated):	Tuesday, May 7, 2024
Contract Start (Estimated):	Tuesday, June 11, 2024

RFP Administrator: Janice McLaren, Procurement Specialist, 616-738-4670, purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

# Table of Contents

R	Request for Proposal 24-0431			
	Section 1: Information Summary	3		
	Section 2: Scope of Work	5		
	A. Project and General Product Information	5		
	B. Uniform and Apparel Specifications:	6		
	C. Accessory and Equipment Specifications:	. 11		
	D. Additional Miscellaneous Items – Specifications:	. 14		
	E. Emblem Specifications:	. 15		
	F. Additional Mandatory Requirements and Project Information	. 15		
	Section 3: Proposal Selection and Award Process	. 17		
	Section 5: Contract Terms, Period, Procedures and Use	. 18		
	Section 6: RFP Terms and Conditions	. 19		
	Section 7: General Terms and Conditions	21		

# Exhibit(s):

Exhibit 1: Sample County and Department Emblems

# Section 1: Information Summary

#### General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at

http://www.bidnetdirect.com/mitn and through the Purchasing page of the County of Ottawa's website located at

<u>http://www.miottawa.org/Departments/FiscalServices/bids.htm</u>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

#### Proposal Submission:

Proposals must be received by 2:00 PM (ET) on Tuesday, April 23, 2024. Proposals received after this time may not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed PDF copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Proposals containing only hyper-links to any required response documents or required information (i.e. pricing, references etc.) may be disqualified. Attachments must be filled out in full and signed by an authorized Company representative.

#### Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- Attachment A Cover Sheet for Proposal
- Attachment B Vendor References
- Attachment C Proposal Response / Pricing Form

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: <u>purchasing.rfp@miottawa.org</u> with subject line of: "RFP 24-043 Sheriffs Uniforms, Apparel, Accessories and Equipment". The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFP 24-043 – 1 of 2", etcetera. It will be the Proposers' responsibility to ensure that their proposal has been appropriately delivered and received.

#### Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

#### Pre-Proposal Conference:

No pre-proposal conference scheduled.

#### Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County's website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

# Section 2: Scope of Work

The County of Ottawa, on behalf of Ottawa County Sheriff's Office, is requesting proposals for public safety uniforms, apparel, accessories, and equipment. The successful vendor shall provide all personnel uniforms, apparel, accessories, and equipment as listed. Orders will be placed on an as needed basis as new personnel are added to the force or as new uniforms and equipment are issued. The County is not bound by the quantities stated on the proposal pricing form, all quantities provided are approximate for annual purchases only and are for the purpose of proposal evaluations. The County reserves the right to increase or decrease quantities based upon Sheriff's Office requirements and budgetary limitations.

# A. Project and General Product Information

- 1) Approximate number of employees: 200
  - Command Staff
  - Road Patrol
  - Corrections
  - K9 and Animal Control
  - Marine Deputy
- 2) Approximate number of annual purchases: (using available information and for reference only)
  - 300 400 Shirts (various types / styles)
  - 300 400 Pants
  - 30 Jackets
  - 30 50 Training Polos and Pants
  - 15 Garrison Style Hats
- 3) All uniforms, apparel, accessories, and equipment shall be new and first quality.
- 4) No "seconds" or "irregulars" fabric and/or other uniform components will be accepted. Items not meeting these requirements shall be replaced at no cost to the County upon notice of deficiency.
- 5) The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type. Unless otherwise stated, where a particular brand is provided as part of specifications, the Vendor's proposal shall be for that specified item / brand.
- 6) When the specifications indicate that an item of equal is allowed, the vendor may offer an item which is certified to be equal in quality, performance, and in other essential characteristics to the specification standard. Vendors must furnish any information, such as specifications, test results, etc., which will help in determining whether an item is equal or superior to the County specification standard. If a Vendor fails to name a substitute, the specified item must be furnished.

- 7) The Sheriff's Office shall have the final approval of whether an equal item offered is equal to the item specified. Items of equal type, quality and size are to conform substantially to the standard of excellence established. Vendors are encouraged to request approval on items offered as equals prior to submission of proposal pricing form.
- 8) In the event the product and/or model is discontinued, the County, at its sole discretion may allow the awarded Vendor to provide substitute for the discontinued item upon receiving written documentation that provides clear and convincing evidence that the replacement meets or exceed all specifications required by the original request.
- 9) After the contract has been awarded, if there are any item(s) that are unavailable or out of stock with the awarded vendor, the County reserves the right to purchase these same items on the Open Market.
- 10) Items will be ordered on an as needed basis at a quantity to be determined upon need.
- 11)On a case-by-case basis, vendors may be required to provide pricing for additional stock uniform items, apparel, accessories, and equipment. The value of these one-off items is minimal and final pricing will be negotiated with the awarded vendor based on manufacturers discounted catalog pricing.

# B. Uniform and Apparel Specifications:

For the purpose of standardization for this RFP, uniform types are either a Road Patol or Corrections staff classification. Awarded vendor to work with the Sheriff's Office to standardize uniforms for all divisions in department. Vendors to submit pricing for all items in this category in order to be considered responsive.

- 1) UNIFORM JACKET ROAD PATROL: Blauer Tacshell Jacket, Style #9820, Unisex Sizes Available: XS to 3XL, Lengths Available: Short, Regular, and Tall
  - a) Color: Brown (in order to achieve a consistent look, it is critical that the color "brown" be as close to previously ordered colors / same dye lots as possible).
  - b) Material: Shell: 100% Nylon with B.DRY® waterproof breathable membrane, Lining: 100% Tricot. Liner: 88% Nylon/12% Spandex, Interior: 50% Polyester, 44% Nylon, 6% Spandex Fleece.
  - c) Fit: Zippered side openings. Elasticized sleeve cuffs and waistband (rear). Removable waterproof hood stores in collar.
  - d) Waterproof: Breathable Waterproof B.DRY® Membrane.
  - e) Warmth: Liner Jacket added as part of purchase price to bring jacket warmth to Level III Ultimate Cold Weather Protection.
  - f) Moisture Management: Breathable B.DRY® Membrane for advanced moisture and heat release.

- g) Pockets: 2 Angled Front Pockets with dual entry, 1 Hidden Chest Napoleon Pocket.
- h) Emblems: County Sheriff Patch(s) to be furnished by Ottawa County and sent directly to the successful Vendor to be sewn on both Outerwear Jacket and Liner Jacket shoulders, 1" from the shoulder seam and centered. Nametags will be ordered / furnished by successful vendor and sewn on jackets. Material to match jackets and is embroidered, in gold, with deputy's first initial and last name. Ottawa County Sheriff's Office will provide the successful vendor with diagrams and layout information.
- i) Enhancement Options: Pull-Down ID Panels: 2 Front, 1 Rear; Added badge and microphone tabs to both Outerwear Jacket and Liner Jacket.
- j) Warranty: Three (3) year warranty.
- k) Size Tag and Care Instructions: Each jacket shall have a sewn in woven size tab. There shall also be a printed label with care instructions and each coat will be marked with lot number, size, fiber content, and WPL number.
- I) Finishing Pressing: All loose threads shall be removed. Each jacket shall be pressed and shaped properly.
- 2) UNIFORM JACKET CORRECTIONS: Blauer Softshell Fleece Jacket, Style #4660, Unisex Sizes Available: XS to 3XL, Lengths: Short, Regular, and Tall
  - a) Color: Brown (in order to achieve a consistent look, it is critical that the color "brown" be as close to previously ordered colors / same dye lots as possible).
  - b) Material: Shell: 88% Nylon/12% Spandex, Interior: 50% Polyester, 44% Nylon, 6% Spandex Fleece.
  - c) Fit: Drop shoulder for unrestricted movement. Elasticized cuffs and waistband.
  - d) Waterproof: Water Resistant DWR Coating.
  - e) Warmth: Level II.
  - f) Moisture Management: Breathable.
  - g) Pockets: 2 Welt Pockets with zippers and fleece lined, 1 Chest Napoleon Pocket.
  - h) Emblems: County Sheriff Patch(s) to be furnished by Ottawa County and sent directly to the successful Vendor to be sewn on both Outerwear Jacket and Liner Jacket shoulders, 1" from the shoulder seam and centered. Nametags will be ordered / furnished by successful vendor and sewn on jackets. Material to match jackets and is embroidered, in gold, with deputy's first initial and last name. Ottawa County Sheriff's Office will provide the successful vendor with diagrams and layout information.
  - i) Enhancement Options: Pull-Down ID Panels: 2 Front, 1 Rear; Added badge and microphone tabs.
  - j) Warranty: One (1) year warranty.

- k) Size Tag and Care Instructions: Each jacket shall have a sewn in woven size tab. There shall also be a printed label with care instructions and each coat will be marked with lot number, size, fiber content, and WPL number.
- I) Finishing Pressing: All loose threads shall be removed. Each jacket shall be pressed and shaped properly.
- UNIFORM LONG SLEEVE SHIRT ROAD PATROL AND CORRECTIONS: Blauer Flexrs Long Sleeve Supershirt, Style #8671 and #8671W, Mens and Womens Size Ranges: 14 to 22.5, Sleeve Lengths: 31, 33, 35, 37, and 39
  - a) Color: Brown (in order to achieve a consistent look, it is critical that the color "brown" be as close to previously ordered colors / same dye lots as possible).
  - b) Material: Shell: 100% Polyester Ripstop (6.6 oz) with mechanical stretch. Mesh: 92% Nylon, 8% Spandex. Satin: 100% Polyester.
  - c) Fit: Available fits for Men and Women. Strech side mesh panels. Comfort cut for freedom of movement. Zippered front with mock buttons.
  - d) Waterproof: Durable Water Repellent Coating.
  - e) Moisture Management: Highly breathable performance to release moisture and heat.
  - f) Odor Protection: Odor control stops growth of odor causing bacteria.
  - g) Pockets: 2 Hidden Napoleon Pockets under (2) Chest Pockets.
  - h) Emblems: Two (2) Ottawa County Sheriff Patches to be furnished by Ottawa County and sent directly to the successful Vendor to be sewn on both shoulders, 1" from the shoulder seam and centered. Nametags will be furnished by successful vendor and sewn on to shirts. Material to match shirts and is embroidered, in gold, with deputy's first initial and last name. Ottawa County Sheriff's Office will provide the successful vendor with diagrams and layout information.
  - i) Enhancement Options: Center Mounted Mic Tab.
  - j) Warranty: One (1) year warranty.
  - k) Size Tag and Care Instructions: Each shirt shall have a sewn in woven size tab. There shall also be a printed label with care instructions and each shirt will be marked with lot number, size, fiber content, and WPL number.
  - I) Finishing Pressing: All loose threads shall be removed. Each shirt shall be pressed and shaped properly.
- UNIFORM SHORT SLEEVE SHIRT ROAD PATROL, CORRECTIONS AND MARINE DEPUTY: Blauer Flexrs Short Sleeve Supershirt, Style #8676 and #8676W, , Mens and Womens Size Ranges: XS to 3XL, Lengths: Regular and Tall

- a) Color: Brown for Road Patrol and Corrections (in order to achieve a consistent look, it is critical that the color "brown" be as close to previously ordered colors / same dye lots as possible). Color: Khaki for Marine Deputy.
- b) Material: Shell: 100% Polyester Ripstop (6.6 oz) with mechanical stretch. Mesh: 92% Nylon, 8% Spandex. Satin: 100% Polyester.
- c) Fit: Available fits for Men and Women. Strech side mesh panels. Comfort cut for freedom of movement. Zippered front with mock buttons.
- d) Waterproof: Durable Water Repellent Coating.
- e) Moisture Management: Highly breathable performance to release moisture and heat.
- f) Odor Protection: Odor control stops growth of odor causing bacteria.
- g) Pockets: 2 Hidden Napoleon Pockets under (2) Chest Pockets
- h) Emblems: Two (2) Ottawa County Sheriff Patches to be furnished by Ottawa County and sent directly to the successful Vendor to be sewn on both shoulders, 1" from the shoulder seam and centered. Nametags will be furnished by successful vendor and sewn on to shirts. Material to match shirts and is embroidered, in gold, with deputy's first initial and last name. Ottawa County Sheriff's Office will provide the successful vendor with diagrams and layout information.
- i) Enhancement Options: Center Mounted Mic Tab.
- j) Warranty: One (1) year warranty
- k) Size Tag and Care Instructions: Each shirt shall have a sewn in woven size tab. There shall also be a printed label with care instructions and each shirt will be marked with lot number, size, fiber content, and WPL number.
- I) Finishing Pressing: All loose threads shall be removed. Each shirt shall be pressed and shaped properly.
- 5) UNIFORM TROUSERS ROAD PATROL AND CORRECTIONS: HoraceSmall, Heritage Trouser, Style #2118 / #2410, , Sizes: Men's Regular 28, 30, 32-38, 40-54 Even; Women's Regular 4-24, Lengths: Regular and Tall
  - a) Color: Pink Tan
  - b) Material: Blend 55% Polyester / 45% Worsted Wool. 10 oz. per square yard, 16.7 oz per linear yard, elastique weave.
  - c) Fit and Features: Available fits for Men and Women. Features silicone permanent creases. Bartacks at all stress points. Men's styles feature crotch lining.
  - d) Closure: Brass ratcheting zipper and crush-proof hook and eye closure. French-Fly on men's styles.

- e) Belt Loops and Waistband: Loops are keystone and sewn into the waistband. Men's style waistband: Comfort Cool-Flex; Women's style waistband: Function Fit with Comfort Cool-Flex.
- f) Pockets: Quarter-top front pockets; Double-welt topstitched hip pockets with triangle bartacks and button-tab, left-pocket closure.
- g) Stripe: Each pant shall have a 1" wide brown stripe sewn to the outside of each leg. Ottawa County Sheriff's Office will provide the successful vendor with additional layout information.
- h) Enhancement Options: None
- i) Warranty: One (1) year coverage on any defective product.
- j) Size Tag and Care Instructions: Each trouser shall have a sewn in woven size tab. There shall also be a printed label with care instructions and each trouser will be marked with lot number, size, fiber content, and WPL number.
- k) Finishing Pressing: All loose threads shall be removed. Each trouser shall be pressed and shaped properly.
- 6) APPAREL TRAINING POLOS ROAD PATROL AND CORRECTIONS: 5.11 Tactical, Performance Short Sleeve Polo, Style #71049 / # 61165, Sizes: Men's - XS to 3XL, Lengths: Regular, and Tall; Women's – S to XL, Length: Regular
  - a) Color: Black.
  - b) Material: 100% Polyester, 6.7 oz Jersey Knit Polyester, snag and wrinkle resistant fabric, moisture wicking, quick drying.
  - c) Fit and Features: Available fits for Men and Women. Fully gusseted sleeves, no roll collar. Dual pen pockets at left sleeve. Bartacking at major stress points. Integrated mic looks at the shoulders and chest.
  - d) Closure: Traditional three button placket with melamine buttons.
  - e) Enhancement Options / Emblems: Embroidered Ottawa County Sheriff's logo on left breast of polo. See Exhibit 1 for additional information on emblem examples.
  - f) Size Tag and Care Instructions: Each shirt shall have a sewn in woven size tab. There shall also be a printed label with care instructions and each shirt will be marked with lot number, size, fiber content, and WPL number.
  - g) Finishing Pressing: All loose threads shall be removed. Each shirt shall be pressed and shaped properly.
- 7) APPAREL TRAINING PANTS ROAD PATROL AND CORRECTIONS: 5.11 Stryke Pant, Style #74369 / #64386, , Sizes: Men's Regular Waist 28 – 48, Length 30-36 Even; Women's Regular 0-20 Even, Lengths: Regular and Long
   a) Color: Khaki (055)
  - a) Color: Khaki (055)

- b) Material: Blend 65% Polyester / 35% Cotton. Flex-Tac mechanical stretch ripstop, 6.8 oz., Teflon finish.
- c) Fit and Features: Available fits for Men and Women. Features articulated knees with knee pad pocket. Bartacking at major seams and stress points. Reinformed knife clip area.
- d) Closure: YKK zippers and Prym snaps.
- e) Waistband: Self-adjusting tunnel waistband.
- f) Pockets: Twelve (12) pockets. Cargo pockets are double deep with oblique pleats, rounded corners, and an asymmetrical pocket flap. Front pockets are sized for everyday carry items.
- g) Enhancement Options: None.
- h) Size Tag and Care Instructions: Each pant shall have a sewn in woven size tab. There shall also be a printed label with care instructions and each pant will be marked with lot number, size, fiber content, and WPL number.
- i) Finishing Pressing: All loose threads shall be removed. Each pant shall be pressed and shaped properly.

### C. Accessory and Equipment Specifications:

- 1) CLIP ON TIE ROAD PATROL: Samuel Broome, Style # 45015, Length: 18" or 20", Width: 3"
  - a) Color: Taupe #4
  - b) Material: Polyester/Wool blend
  - c) Pre-tied on a black metal clip. With shirt buttonholes to attach to uniform.
- 2) GARRISON STYLE HAT ROAD PATROL: Keystone, Style R-5 Pershing Style, modified to Ottawa County standards.
  - a) Color: Brown with Gold "S" buttons.
  - b) Material: Polyester serge fabric and other materials.
  - c) Sizes: Manufacturers Standards
  - d) Additional Notes: The Sherrif's Office has worked with this manufacturer to develop a style of hat not shown on their website.
- 3) HAT COVER ROAD PATROL: Blauer Reversible Hat Cover, Style # 107
  - a) Color: Black reverses to Hi-Vis Yellow
  - b) Material: Waterproof Tech-lite urethane-coated 200-denier nylon oxford fabric.
  - c) Features: Elasticized edge holds cover in place.

- 4) DUTY BELT ROAD PATROL: Hero's Pride, Airtek Sam Browne Hook-Lined Deluxe 4 stitch Duty Belt, Style # 1230, Size Range: (even increments) 26" to 56"
  a) Color: Black.
  - b) Material: Primarily leather with 33E HP Finish.
  - c) Features: Basket Weave style finish, Gold colored (brass) buckle, Multiple attachment points, 2.25" wide with an adjustable fit.
- DUTY PANT BELT ROAD PATROL AND CORRECTIONS: Hero's Pride, Airtek Garrison Deluxe 4 stitch Duty Pant Belt, Style # 1255, Size Range: (even increments) 26" to 56"
  - a) Color: Black.
  - b) Material: Primarily leather with 33E HP Finish and added inner lining.
  - c) Features: Basket Weave style finish, Gold colored (brass) buckle, Multiple attachment points, 1.75" wide with an adjustable fit.
- 6) HANDCUFF CASE ROAD PATROL: Hero's Pride, Airtek Single Handcuff Case, Style # 1450
  - a) Color: Black
  - b) Features: Basket Weave style finish, Gold colored (brass) snap option, easy to install to a duty belt.
- 7) HANDCUFF CASE CORRECTIONS: Gould & Goodrich, Single Handcuff Case, Style # B470WBR \*\* No alternates accepted for this item.
  - a) Color: Black.
  - b) Material: Leather.
  - c) Features: Basket Weave style finish, Hiatt hinged, brass snap option, easy to install to a duty belt.
- DOUBLE MAG CASE ROAD PATROL: Hero's Pride, AirTek, Double Magazine Case, Style # 1432 (Medium Size: 1-5/16" wide x 15/16" deep
  - a) Color: Black
  - b) Features: Basket Weave style finish, Brass snap option with two snap heights, will fit standard belt specifications.
- 9) CLOSED OC PEPPER SPRAY HOLDER ROAD PATROL: Hero's Pride, AirTek, Closed OC Pepper Spray Holder, Style # 1458, Sized to fit MK3
  - a) Color: Black.
  - b) Features: Basket Weave style finish, Brass snap option, easy to install to a duty belt.

- 10) CLOSED OC PEPPER SPRAY HOLDER CORRECTIONS: Hero's Pride, AirTek, Closed OC Pepper Spray Holder, Style # 1460, Sized to fit MK4
  - a) Color: Black.
  - b) Features: Basket Weave style finish, Brass snap option, easy to install to a duty belt.
- 11) CLOSED GLOVE POUCH ROAD PATROL AND CORRECTIONS: Hero's Pride, AirTek, Closed, Double Glove Pouch, 2 Sections. Style # 1482. Ordered empty.
  - a) Color: Black.
  - b) Features: Basket Weave style finish, Brass snap option, easy to install to a duty belt.
- 12) FLASHLIGHT HOLDER ROAD PATROL: Hero's Pride, AirTek, Combo Light Holder, Style # 1492.
  - a) Color: Black
  - b) Features: Basket Weave style finish, Brass snap option, easy to install to a duty belt. Designed to securely hold either C-Cell or D-Cell power flashlight through a durable ring.
- 13) BELT KEEPERS ROAD PATROL: Hero's Pride, AirTek, Standard, 4-pack, Belt Keepers, Style # 1499, Size: 15/16"
  - a) Color: Black
  - b) Features: Basket Weave style finish, Brass snap option, easy to install to a duty belt. Designed to securely keep gear in position on standard duty belts.
- 14) HOLSTER ROAD PATROL: Safariland, Mid-Ride, Duty Rated, Level III Retention, Style # 7360-7TS, ALS/SLS
  - a) Color: Black
  - b) Material: Non-abrasive nylon blend
  - c) Features: Basket Weave style finish, two retention systems, compatible with various mounting options.
  - d) Firearm Make/Model: Glock 17/19 TLR-7.
  - e) Draw hand to be specified at time of order.

15) HANDCUFFS – ROAD PATROL: Peerless Handcuff, Style # 700C

- a) Color: Nickel Finish
- b) Material: Carbon Steel
- c) Features: Chain link, internal lock mechanism, smooth ratcheting action, spun rivet construction, push pin double lock capability. Supplied with two (2) keys. Lifetime warranty for manufacturer defect.

## D. Additional Miscellaneous Items - Specifications:

- 1) BODY ARMOR ROAD PATROL: Armor Express, Razor, Level II, Style # 45015, Length: 18" or 20", Width: 3"
  - a) Color: Black
  - b) Material: Ballistic material and ripstop nylon
  - c) Features: Generation 2 body armor, thin and lightweight with exceptional ballistic performance. Quad compliant, NIJ 0101.06 Certified. Available Male and Structured Female.
  - d) Armor Required Complete as follows: Razor Level II Ballistic Armor Panels w/(2) revolution carries with Dual (5x8 & 7x10 Plate pockets front & back of carriers and 7x10 Ara-Shock FE ICW plate)
  - e) Fittings: Strapping (top and sides), adjustable buckles. Price to include custom fittings by Factory Certified Armor Fitter.
- 2) NAME BAR ROAD PATROL AND CORRECTIONS: Blackinton, J-series name bar, Style # J-1
  - a) Color: Polished Gold Plate
  - b) Size: 2-1/2" x 1/2"
  - c) Features: One line of engraving with black enamel lettering. Block style letters. Attachment to be clutch back or one-piece safety catch.
- 3) HAT BADGE: Manufacturer Blackinton , Style # B846 and B303
  - a) Color: Hi-Glo finish with Blue Block Lettering
  - b) Features: Applied 6-point star with pin back.
  - c) Text: Dependent on need, to "SERGEANT" "SHERIFF" "OTTAWA" "State of Michigan Seal" "COUNTY" "MI"
- 4) BREAST BADGE: Manufacturer Blackinton, Style # B956
  - a) Color: Hi-Glo finish with Blue Block Lettering
  - b) Features: 6-point star with pin back.
  - c) Text: Dependent on need, to "SERGEANT" "SHERIFF" "OTTAWA" "State of Michigan Seal" "COUNTY" "MI"
- 5) ADDITIONAL ACCESSORIES NOT SPECIFIED
  - a) On a case-by-case basis, vendors may be required to provide pricing for additional stock uniform accessory items. The value of these items is minimal and final pricing will be negotiated with the awarded vendor based on manufacturers discounted catalog pricing.

### E. Emblem Specifications:

It will be the responsibility of the vendor to adhere all specified emblems to the uniforms. Emblems and patches are ordered by the County and shipped directly to the vendor. The attachment of patches and emblems shall be part of the uniform price and shall not be billed separately to the County. Reference Exhibit 1 for additional information on emblem and patch examples.

# F. Additional Mandatory Requirements and Project Information

#### 1) Measurements:

- a) On-site measurement of each personnel shall be conducted by the successful vendor for uniform fitting.
- b) Vendors must be able to travel to provide measuring services on site at the Ottawa County Sheriff's Office for all new employees at the time of hire and for all uniformed personnel on every work shift, as needed.
- c) As part of the measuring service, Vendor may be required to bring sample trousers and blouse coats in a variety of sizes to the Sheriff's Office for officers to try on.
- d) The successful Vendor shall respond within 48-72 hours from the time the Sheriff's Office submits a request for fittings and alterations.
- e) The successful Vendor shall coordinate with the Sheriff's Office to ensure proper scheduling of each employee; Most employees work on various schedules and may not be available at any one specified time.
- f) The successful Vendor shall make all uniform alterations at no additional charge and to the satisfaction of the employee for whom the uniform is being provided. Each garment must be fitted for each individual. Minor alterations to ensure good uniform fit will be the responsibility of the successful Vendor.
- g) The successful vendor shall maintain a current log of measurements for future orders
- 2) Embroidery and Emblems
  - a) The successful Vendor shall be able to provide sewing, embroidery and alterations and the cost of sewing on cloth name tags, shoulder patches, and insignias shall be part of the unit price.
  - b) There should be no tape used when attaching the patches
  - c) The successful Vendor shall ensure proper placement of emblems on each garment.
  - d) Each Department shall provide embroidery requirements and information regarding placement for the various uniforms. No work shall be performed until placement layouts are confirmed.

# 3) Delivery

- a) The successful Vendor shall indicate the number of calendar days needed to supply the required uniforms and/or equipment after receipt of an order on its Proposal Form. At a minimum, it is required that all items are delivered within thirty (30) days of a Vendors receipt of an order.
- b) All items are to be delivered to a destination within West Michigan and delivery costs and charges included in item pricing or indicated on pricing form. It is critical that any and all delivery costs be identified on the pricing form. Vendors may suggest flat rates or condense orders to avoid unnecessary or additional shipping charges. This should be balanced with the need to have orders in a timely manner and be identified on proposal form.
- c) The successful Vendor shall bag each order and provide a tag with the employee's name and packing slip detailing items shipped.
- d) If multiple orders are delivered to the same location, this will only be accepted if each order has its own "internal" packaging and tagged with the employees name and packing detailing / package contents.

## 4) Returns:

- a) Should improper size or material be received, it shall be the responsibility of the vendor to replace the incorrect material immediately upon notification. All costs for the return of incorrect merchandise shall be the vendor's responsibility.
- b) The Sheriff's Office may return non-conforming or defective products to the Vendor at no charge.
- c) No restocking fee is authorized for items returned to the Vendor under nonconforming or defective product conditions.
- d) The Vendor shall replace, at its expense, any products, accessories, equipment, accessories or supplies found to be non-compliant with the specifications, including all handling or transportation charges.
- e) If returns need to be made via UPS or FedEx, the vendor should issue return merchandise authorizations and call tags to the Sheriff's Office.

# 5) Invoicing:

On a monthly basis, vendor shall submit a statement or summary of all open invoices. Attached to the statement will be individual open invoices. At a minimum, each invoice to have employee name and location where the products were delivered to. In addition, if available, each invoice to note date of order and date of delivery. Each invoice to have unit costs clearly broken out to be verified by Sheriff's Office against contracted amount. The Sheriff's Office will pay a total monthly amount of approved, open invoices.

### 6) Price Escalation:

Quoted prices must remain firm for the first year of the contract. Each year the contractor may request a price adjustment. The County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. For the purpose of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers – United States Average-All items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics. In the event of a general price schedule decrease, the County shall be guaranteed full benefit of the price reduction. Prior to commencement of subsequent renewal terms, a request for price adjustment may be submitted, in writing, to the identified contract point of contact. Ottawa County reserves the right to accept or reject within thirty (30) days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase.

# Section 3: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Vendor Overall Price for Services
- Vendor Experience Providing Required Services (Vendor References)
- Demonstrated Vendor Ability to Provide Required Services
- Vendor Past Experience with the County

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and section process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. Unless otherwise stated, the County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

# Section 5: Contract Terms, Period, Procedures and Use

The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.

Prices quoted must remain firm for the period covered by the contract, unless price escalation is herein specified.

If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Ottawa County Sheriff's Office at least ninety (90) days prior to the current term's expiration date.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced, under the negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

# Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

### Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

#### Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

#### Incurred Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

#### Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

#### Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

#### Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

#### Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afforded to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

#### Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

#### Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

# Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

### Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

### Debarment and Suspension:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

#### <u>Default</u>

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

#### Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

#### Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or war which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

#### Insurance:

Vendor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to the Vendor's performance of services related any Contract agreed to as a result of the RFP, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Vendor. Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

#### Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business."

#### Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

#### Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

#### **Right to Audit:**

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees, or other authorized bodies.

## Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

#### Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

#### Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

# Exhibit 1:

Examples of Emblems and Patches. Final design to be determined.





