

REQUEST FOR PROPOSALS

RFP:	rfp-fh-26-27-2585
ITEM:	Body Armor and Concealable Vest and Carrier
DEADLINE:	Thursday, October 15, 2026, 10:00 a.m. E.D.T.
QUESTIONS:	Specific questions about the services will be accepted via email to Sergeant Ryan Yudt @ ryudt@fhgov.com For general questions contact Art Walker, Senior Buyer at awalker@fhgov.com by Thursday, October 8, 2026

1. SUBMISSION AND RECEIPT OF PROPOSALS

Proposals to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE PROPOSALS WILL BE ACCEPTED.** The City reserves the right to postpone the opening for its own convenience. Bidders shall use the proposal documents furnished as none other may be accepted. Proposals are considered received when in the possession of the Farmington Hills City Clerk. All proposals shall be labeled with the above-identified RFP number, item, as well as the aforementioned deadline date & time and the vendor name and address on the outside of the envelope. Proposals shall be sealed when submitted. Separate proposals shall be submitted for each proposal RFP number and shall be typewritten or written in ink and legibly prepared. Proposals having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a "No Bid", do not follow the above directions but send a letter to the Purchasing Division indicating a "No Bid.** Proposals shall be mailed or delivered to City of Farmington Hills, City Clerk's Office, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165 **before** the stated deadline. **No faxed or emailed proposals will be accepted. Bids may be submitted electronically via www.mitn.info by the deadline date and time.**

2. RESPONSIVE PROPOSALS

All pages of this Request for Proposals document ("RFP") or "proposal document" and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept any item in the proposal. Bidders may submit proposals on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive, and reject any incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements stated in this RFP will negate any response. The City of Farmington Hills promotes "green" technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations

3. OFFICIAL DOCUMENTS

The City of Farmington Hills shall accept NO CHANGES to the proposal document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the proposal document. It is Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the proposal document. Any Vendor who submits a proposal and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the proposal document, shall be bound by the Authorized Version of the proposal document, including any changes, modifications or additions to the Authorized Version. If a proposal is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington Hills to the Authorized Version of the proposal, and that Vendor fails to accept the award, the City of Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that document appearing on the MITN with amendments and updates. The City of Farmington Hills officially distributes bid documents from the Purchasing

Division or through the Michigan Intergovernmental Trade Network (MITN). **Copies of documents obtained from any other source are not considered official copies.** Only those vendors who obtain documents from either the Purchasing Division or the MITN system is guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy and any addenda.

4. INTERPRETATION OF BID PROPOSAL AND/OR CONTRACT DOCUMENTS

Any interpretation to a bidder regarding the proposal and/or contract documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within a reasonable time prior to the stated deadline in order that a written response in the form of an addendum to this RFP, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

5. CHANGES AND ADDENDA TO BID PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this proposal document will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

6. SPECIFICATIONS

Unless otherwise stated by bidder, the bidder's proposal will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the proposal document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. The City reserves the right and discretion to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

7. ALTERNATES

Bidders are cautioned that any alternate bid, unless requested by the Purchasing Division, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this proposal document, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

8. PRICING

Prices shall be stated in units of quantity specified in this proposal document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

9. TAXES, TERMS AND CONDITIONS

The City of Farmington Hills & all agencies listed in this RFP are exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm>. The City's tax number is 38-6006902. General payment terms are Net 30 days upon receipt of goods (unless otherwise stated below). Cooperative members will provide their tax-exempt status as required by the awarded vendor.

10. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

11. PROCESS OF REVIEW OF BIDS & AWARD OF CONTRACT

- A. To be considered your company must specialize in and have provided the services listed herein as indicated in the specification section. **Submit pages 11-22 of the bid in one sealed envelope or box in addition to information requested in Section 34. PROPOSAL INFORMATION.** Bids may be submitted electronically via www.MITN.info by the deadline date and time as well.
- B. The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered.
- C. If within the past ten (10) years, the vendor or any of its proposed subcontractors has sued the City of Farmington Hills, or has been sued by the City of Farmington Hills, with respect to project related claim or issue, the vendor shall not be eligible for consideration.
- D. Unless otherwise specified in the document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Bidder's intent.
- E. The City of Farmington Hills reserves the right, in their sole and exclusive discretion, to reject any or all bids for any or no reason at all, to not award this contract to any of the bidders for any or no reason, to waive irregularities and/or informalities, and to make the award that in the opinion of the City Council is in the best interest and to the best advantage of the City of Farmington Hills.

12. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the stated proposal deadline. No proposal may be withdrawn for at least 90 days after proposal opening except the successful company whose proposal may not be withdrawn and prices shall remain firm for all time and through the entire contract period. In case of error by the bidder in preparing a proposal, the Director of the Purchasing Division may, in her discretion, reject such a proposal, provided the bidder submits to the Purchasing Division, prior to the award of contract, a signed letter which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

13. DEFAULT CONDITIONS

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

14. INFRINGEMENTS AND INDEMNIFICATIONS

The proponent, if awarded a contract, agrees to protect, defend, and save the City, its officials, employees, volunteers, departments and agents (together referred to as the "City") harmless against: any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from liability, actions, claims, suits, demands, judgements, expenses or charges of every nature and description brought against the City for, or on account of, any property damage, death, injuries or other damages received or sustained by the persons or parties as a result of any facts or omissions of the contractor or contractor's employees, or agents.

15. PATENTS, COPYRIGHTS, ETC.

The Contractor shall release, indemnify and hold the City, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

16. NON-COLLUSION

By signing and submitting its proposal the bidder certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition.

17. CANCELLATION

Unless otherwise stated in the additional terms and conditions listed in this RFP or the contract, any contract entered into as a result of this solicitation may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including the Contractor's obligation to release, hold harmless and provide indemnification to the City, any rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

18. DEFAULT AND REMEDIES

Any of the following events shall constitute cause for the City of Farmington Hills to declare Contractor in default of the contract: (A) Nonperformance of contractual requirements or (B) A material breach of any term or condition of this contract. Please note the City of Farmington Hills shall issue a written notice of default providing a period of no more than thirty (30) days in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after the designated period of time to cure, the City of Farmington Hills may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate this contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend contractor from receiving future bid solicitations.

19. LAWS AND REGULATIONS

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal, State and City laws, ordinances, codes and regulations.

20. GOVERNING LAW

This procurement and any resulting contract shall be governed by and construed in accordance with the laws of the State of Michigan. Jurisdiction and venue for any claim, dispute or action concerning this procurement process or any resulting contract shall be in Oakland County, Michigan.

21. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the City of Farmington Hills.

22. NONDISCRIMINATION

The bidders and contractor agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The bidders and contractor further agree to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. The bidders and contractor agree to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the contractor fails to comply with the provisions of these laws and regulations. The contractor must include this provision in every subcontract relating to performance of this contract to insure that subcontractors are bound by this provision.

23. SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

24. FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Farmington Hills may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. BID PREPARATION COSTS

The City of Farmington Hills is not liable for any costs incurred by the bidder in the preparation or administration of its proposal materials.

26. CONFLICT OF INTEREST

The City of Farmington Hills Code of Ethics prohibits City officials and employees from using their official position to unreasonably secure, request, or grant any privileges, exemptions, advantages, contracts or preferential treatment for themselves or others, and further, requires the reporting of certain financial or other interests held by themselves or their family members in any organization that does business with the City. Consistent with the principles of the City of Farmington Hills Code of Ethics, and in accordance with applicable federal regulations, no employee, officer or agent of the City shall be permitted to participate in the selection, the award, or the administration of a contract if the employee, officer or agent of the City, or his or her immediate family member or members, or his or her business partner or partners, works for, or has any financial or other interest in any company bidding for the contract.

In order to determine whether your company presents any potential conflict of interest with respect to the award of the subject contract, on a separate piece of paper, please disclose any familial or business relationships you have with any current or former employee, agent, consultant, officer or elected or appointed official of the City of Farmington Hills, or others who are or have been within the past year, in a decision making position with the City of Farmington Hills, and who may be able to grant favorable treatment with respect to being awarded this contract. Please disclose the full nature and extent of your relationship.

The City will review the relationship for conflict of interest. If a determination is made that the relationship is contrary to any Federal Regulations your company will be removed from the bid process. Violation of the City's Code of Ethics as the result of non-disclosure will be reviewed in accordance with Section 5 of the City of Farmington Hills Code of Ethics and may result in disciplinary action, and/or termination of the subject contract.

27. INDEPENDENT CONTRACTOR

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of Farmington Hills or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Farmington Hills or participating agencies, except as expressly set forth herein.

28. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this contract, and nothing expressed or referred to in this contract will be construed to give any person or entity other than the parties to this contract any legal or equitable right, remedy, or claim under or with respect to this contract or any provision of this contract. This contract and all of its provisions and conditions are for the sole and exclusive benefit of the parties named.

29. CITY POLICY ON SMOKING

The bidder, if awarded a contract, agrees to follow the City of Farmington Hills Smoking Policy which states: "The City of Farmington Hills is dedicated to providing a healthy, smoke free workplace for employees, residents and visitors." To that end; smoking is prohibited in all municipal buildings, in all municipal owned, leased or rented vehicles and within twenty-five (25) feet from any municipal building entrance, outdoor air intakes and operable windows. Smoking is permitted in outside designated smoking areas or in personal vehicles. Smokers are responsible for properly disposing of all smoking related litter, which includes cigarette and cigar butts, tobacco, etc. Disposal of any smoking litter is not permitted on City property except in the provided receptacles.

30. NON-IRAN LINKED BUSINESSES

By signing the proposal, I certify and agree on behalf of myself and the company submitting the proposal the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard."

31. PRICES BID

The prices, or costs, in this proposal shall cover the costs of any nature, incident to and growing out of the work and services provided or to be provided. In explanation, but not in limitation thereof, the prices and costs stated in this proposal and contract shall include the cost of everything necessary for or resulting from the performance and completion of this contract in the manner and time prescribed, including without limitation, all of the following: the furnishing of all material, tools, vehicles, equipment, transportation, labor, supervision; all costs on account of loss by damage or destruction of the work performed or the material, tools, vehicles and equipment used in the performance of the work; all costs due to unforeseen weather, surface conditions, safety precautions, circumstances, situations or difficulties encountered; all money damages, costs and expenses for personal injuries or replacement or repair of damage to vehicles or other property caused, partly or wholly, by the contractor's defective, improper or negligent performance of the work or services required under this contract; and for all else necessary therefore and incidental thereto.

32. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to The City of Farmington Hills. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- A.** Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B.** Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
- C.** Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000. per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D.** Additional Insured: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be Additional Insureds: The City of Farmington Hills,

all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Farmington Hills as additional insured, coverage afforded is considered to be primary and any other insurance the City of Farmington Hills may have in effect shall be considered secondary and/or excess.

- E. Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Farmington Hills, Attention: Mr. Thomas Skrobola, 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336.
- F. Proof of Insurance Coverage: The Contractor shall provide the City of Farmington Hills at the time the contracts are returned by him/her for execution a Certificate of Insurance **as well as the required endorsements**. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.
- G. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to City of Farmington Hills at least ten (10) days prior to the expiration date.

33. GENERAL INFORMATION

- A. The City of Farmington Hills is soliciting proposals from qualified body armor supply companies for Ballistic Panels, Trauma plates, concealable carriers and external (overt) carriers. The external (overt) carrier should be a uniform (non-tactical) style, preferably Black in color. The City plans to purchase Ballistic panels and trauma plates that can be transferred safely & securely from concealable carriers to exterior (overt carriers.) The City of Farmington Hills retains the right to award this solicitation to one or more vendors.

B. TIMELINE:

A *tentative* schedule for the purposes of preparing the proposal is as follows:

Request for Proposal issued:	September, 2026
Deadline for written questions	October 8, 2026
Deadline for RFP Submissions	October 15, 2026
Review Proposals & conduct finalist interviews as needed	October 15-November 2, 2026
Final Selection & Award	November 9, 2026

- C. Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award.

34. PROPOSAL INFORMATION

The proposal must include all required documents as listed in the specifications and be organized by the sections noted. Proposals may be submitted electronically or in person, as stated in Section 1. Failure to comply with these

requirements may result in rejection. Documents must remain in their original format, with no changes or additions except as specifically requested. **PLEASE DO NOT SEND SAMPLES WITH YOUR RESPONSE. THE CITY WILL CONTACT VENDORS FOR SAMPLES AS NEEDED.**

Section A –General

1. Provide a brief narrative of your company's relative work experience and services you provide. The narrative should also include contact information (name, email & phone number) for those individuals that can answer questions regarding the submittal.
2. Provide written documentation responding to and demonstrating that all minimum qualification specifications will be met.
3. Provide completed specification checklist (attached).
4. Provide detailed information regarding your warranty (i.e. what it covers, how long, etc.)
5. Complete & provide the following forms:
 - a. Bidder's Questionnaire
 - b. Legal Status of Bidder
 - c. Subcontractor
 - d. Non-Iran Linked Business Certification

Section B- Pricing Proposal

1. Provide a completed Body Armor Pricing Proposal form (attached)
2. Provide additional pricing for any proposed related items on a separate sheet.

35. MINIMUM SPECIFICATIONS & SCOPE

- A. Body armor and component parts shall be new, unused, and constructed of the highest quality materials. The armor shall perform at or beyond all minimum levels regarding ballistic protection, backface deformation, wearability, maintenance, appearance, life expectancy, and all other areas as required by NIJ standard 0101.07 (or most current), and as presented in the written sales, promotional, and informational materials published by the manufacturer, vendor or retailer, and their agents.
- B. All body armor delivered pursuant to this request must be in full compliance with all applicable government and industry standards, including NIJ 0101.07 (or most recent). **Proof of compliance shall be submitted with your response.**
- C. The taking of measurements, or otherwise fitting or sizing of vests shall be accomplished by manufacturer or vendor trained experts at such times, dates, and local locations as determined by the Department. It is anticipated that this will require several fitting dates distributed among the entire 24-hour day to accommodate officers working non-business-hour shifts. The vendor shall, at the time of all fittings, have available a representative sample of available vest sizes, male and female, for officers to try on toward assisting in obtaining proper size and fit.
- D. Vendor must have local (Michigan) representation to handle fittings for new officers on an as needed basis and will respond to Police Department within five (5) business days to conduct any fittings. Vendors must train department personnel on the proper removal & insertion of ballistic panels in both the concealable & external(overt) carriers.

36. EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated based on the following criteria:

A. Compliance with Technical Specifications (25 points)

- Compliance with NIJ Standard 0101.07
- Threat level offered
- Ballistic panel construction and materials
- Proper sizing options (male and female officers)
- Weight and flexibility
- Moisture resistance
- External carrier design and functionality
- Availability of optional accessories

B. Qualifications and Experience (25 points)

- Years providing law enforcement body armor
- Experience with municipal police agencies
- References from similar-sized agencies
- Manufacturer certifications

C. Packaging, Delivery, Fitting and Sizing (15 points)

- Lead time
- Inventory availability
- Ability to accommodate new hires
- Replacement panel availability
- Delivery schedule
- Emergency replacement capability

D. Warranty Service and Support (15 points)

- Ballistic panel warranty
- Carrier warranty
- Fit guarantee
- Replacement procedures
- Turnaround time for warranty claims
- Local representative support

E. Fee Structure (20 points)

- Reasonableness of the proposed fee in relation to the scope of services
- Value of services proposed relative to cost

F. Optional Demonstration/Wear Test (if applicable) (Optional additional points)

- Comfort and Fit
- Mobility
- Heat retention
- Ease of adjustment
- Carrier functionality
- Professional appearance
- Overall officer preference

A selection committee comprised of City staff will review proposals received. At the conclusion of the initial evaluation phase, one or more proposals will be selected for detailed review and evaluation. As part of this detailed review of proposals, the selected firms may be required to make oral presentations of their proposals to the City and will provide an opportunity for firms to clarify the proposals through mutual understanding. The interview performance may be considered as an additional evaluation criterion for final selection.

The City of Farmington Hills reserves the right to reject any or all proposals, and to waive informalities in the proposals or the proposal process. The City will select the consultant that provides the best overall value based on qualifications, approach, schedule, and cost. The lowest-cost proposal may not necessarily be selected if another proposal offers superior qualifications or approach. **All respondents, in submitting proposals, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.**

A sample agreement is attached for review. Any exceptions or additions to the agreement must be called out in your response. Please note that taking exception to the agreement in total is not acceptable.

BIDDER'S QUESTIONNAIRE

Please give the following information regarding your proposal for this bid:

1. Name of Company _____
2. Number of years' experience in this work: _____
3. List the municipalities that you have contracted with for this type of work during the past five (5) years.

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____
4. Name of your bank and other financial references:

5. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable.

a. _____
6. Have you ever failed to complete any work awarded to you? _____

a. If so, note when, where and why?

7. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? _____

a. If so, where and why?

8. Please list total number of Southeast Michigan employees (part time and full time) your company employs and the number of southeast Michigan based warehouses and employees the company operates (or contracts with) that will service this contract.

Total Southeast Michigan part time _____ & full time _____

9. Please list the location of warehouses or store fronts that will service this contract.

Warehouse and/or store front location(s) _____

10. Please provide information on post-warranty maintenance & service (i.e. how the process is managed, how is pricing determined, etc.)

11. Please list the names and qualifications of the representative(s) who will be assigned to this contract. Please include numbers of years with your company, experience and training/education.

12. Please include a detailed list of contacts with phone & email including inside sales, service & accounts receivable).

13. Vendor(s) should be able to provide the full range of equipment, parts and materials to meet the demands of the City.

Does your proposal comply? Yes _____ No _____

14. Does your company offer trade-in or buy-back of equipment? Yes _____ No _____

If yes, please describe how that process works _____

15. Generally describe your company's customer service strategy.

16. Are there any other products and/or services you can offer to the City as a value add to the current listed in this solicitation? Yes _____ No _____

If yes, please describe _____

LEGAL STATUS BIDDER

Fill out the appropriate section below for your company and strike out the other three. Provide additional sheets if more space is needed for your responses.

Corporation:

State and County in which incorporated: _____

Official title of person signing proposal: _____

Address of signer: _____

Full names, addresses and titles of all the corporation's directors and officers:

Partnership:

State and County in which established: _____

Official title of person signing proposal: _____

Address of signer: _____

Full names, addresses and titles of all partners:

Limited Liability Company (LLC):

State and County in which established: _____

Official title of person signing proposal: _____

Address of signer: _____

Full names, addresses and titles of all members and managers of the LLC:

SUBCONTRACTORS

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the bidder to use subcontractor(s) for any of the work called for herein, the bidder shall provide the information required for each subcontractor, below. **If no subcontractors will be used, strike out this page.**

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor:

Name of Firm: _____

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor:

Name of Firm:

Contact Person: _____ Title: _____

Address: _____

Phone: _____

Work to be performed for general contractor:

NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law before accepting any bid or proposal or entering into any contract for goods & services with any prospective firm, the firm must certify that it is not an "Iran Linked Business".

By signing below, I certify and agree on behalf of myself and the firm submitting this proposal the following: (1) that I am duly authorized to legally bind the firm submitting this proposal; and (2) that the firm submitting this proposal is not an "Iran Linked Business," and that term is defined in section 2€ of the Iran Economic Sanctions Act, being Michigan Public Act No.517 of 2012; and (3) That I and the firm submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

Company Name: _____

Authorized Representative Signature: _____

Printed: _____

Date: _____

**CITY OF FARMINGTON HILLS
PRICING PROPOSAL FORM – BODY ARMOR**

Please list prices for equipment as stated herein. Prices shall be priced to allow for an “ala Carte” purchase of items by the department or its employees. Price shall include on-site measurement of all employees. Please note product should be quoted F.O.B. delivered. All shipping costs must be included in the cost of each item.

PRICING

ITEM	PRICE
ETHOS II EX02 CONCEALABLE BALLISTIC VEST AND CARRIER WITH TAILS- MALE	\$
ETHOS II EX02 CONCEALABLE BALLISTIC VEST AND CARRIER WITH TAILS - FEMALE	\$
ETHOS II EX02 CONCEALABLE BALLISTIC VEST AND CARRIER WITH TAILS - MALE	\$
ETHOS II EX02 CONCEALABLE BALLISTIC VEST AND CARRIER WITH TAILS - FEMALE	\$
ETHOS IIIA EX02 CONCEALABLE BALLISTIC VEST AND CARRIER WITHOUT TAILS- MALE	\$
ETHOS IIIA EX02 CONCEALABLE BALLISTIC VEST AND CARRIER WITHOUT TAILS - FEMALE	\$
ETHOS IIIA EX02 CONCEALABLE BALLISTIC VEST AND CARRIER WITHOUT TAILS - MALE	\$
ETHOS IIIA EX02 CONCEALABLE BALLISTIC VEST AND CARRIER WITHOUT TAILS - FEMALE	\$
USC.M3 UNIFORM SHIRT CARRIER MOLLE 3 ROWS	\$
APB.M 2.0 APB CARRIER MOLLE 2.0	\$
LEO H2 SPECIAL THREAT PLATE	\$
ADDITIONAL BALLISTIC PANNELS	\$

PRICING GUARANTEE

Price listed herein will be good for _____ days (minimum 90) or bid award, whichever comes first, except for the awarded bidder whose prices are to remain firm for two (2) years from date of award. The City of Farmington Hills reserves the right to extend the contract (beyond the first 2 years) for up to three (3) additional one (1) year extensions, through mutual consent with the successful bidder, under the same terms and conditions.

Please indicate below your percentage of increase per year over the prices listed above for up to 3 each one (1) year extensions of this agreement.

Prices listed herein will increase _____% each year beginning the third year of award

	Specification Checklist	Priority	Comments or Specifics	COMPLY YES or NO
	Vendors Must Currently Meet 100% of those features identified as mandatory. Any false statements are immediate grounds for disqualification Requirements			
	GENERAL VENDOR REQUIREMENTS			
1.	Body armor and component parts shall be new, unused, and constructed of the highest quality materials. The armor shall perform at or beyond all minimum levels regarding ballistic protection, backface deformation, wearability, maintenance, appearance, life expectancy, and all other areas as required by NIJ standard 0101.07 (or most current), and as presented in the written sales, promotional, and informational materials published by the manufacturer, vendor or retailer, and their agents.	Mandatory		
2.	Vendors will agree as part of the process to submit (AT THE REQUEST OF THE CITY AND NOT BEFORE) eight (8) samples of the candidate vests, trauma plates and/or carriers. (four (4) each Level II and four (4) each Level IIIA) Sizes –One (1) Male Large, One (1) Male Medium, One (1) Female Large, One (1) Female Medium, for each candidate vest (concealable and Overt). Sample vests provided will be returned within two (2) months from being received by the FHPD.	Mandatory		
3.	All body armor delivered pursuant to this request must be in full compliance with all applicable government and industry standards, including NIJ 0101.07 (or most recent). Proof of compliance shall be submitted with your response.	Mandatory		
4.	The taking of measurements, or otherwise fitting or sizing of vests shall be accomplished by manufacturer or vendor trained experts at such times, dates, and local locations as determined by the Department. It is anticipated that this will require several fitting dates distributed among the entire 24-hour day to accommodate officers working non-business-hour shifts. The vendor shall, at the time of all fittings, have available a representative sample of available vest sizes, male and female, for officers to try on toward assisting in obtaining proper size and fit.	Mandatory Mandatory		
5.	Vendor must have local (Michigan) representation to handle fittings for new officers on an as needed basis and will respond to Police Department with in five (5) business days to conduct any fittings.	Preferred		
6.	Vendors must train department personnel on the proper removal & insertion of ballistic panels in both the concealable & external(overt) carriers.	Mandatory		

	Specification Checklist	Priority	Comments or Specifics	COMPLY YES or NO
	Vendors Must Currently Meet 100% of those features identified as mandatory. Any false statements are immediate grounds for disqualification Requirements			
7.	The vendor and/or manufacturer shall maintain a record of the sizes of all officers subject to this bid in order to facilitate the reorder of items.	Mandatory		
8.	Male and female officers shall have vests custom fitted and sized to provide full coverage.	Mandatory		
	PACKAGING AND DELIVERY QUALIFICATIONS			
9.	Any and all vests delivered to the Department shall be labeled as follows: All ballistic pad covers shall clearly appear in block lettering of a contrasting color and in permanent ink; the manufacturer's name, date of manufacture, threat level, NIJ, and additional standards manufactured and tested to be in compliance with, name of ballistic material used in construction, production lot number, washing instructions, size, style or model, and serial number.	Mandatory		
10.	Labeling shall include instructions for the proper insertion of ballistic panels into the outer shell concealable carrier and the outer shell external (overt) carrier. This shall include an advisory as to which side of the panel is the "body side" and which side is "up."	Mandatory		
11.	All body armor shall be delivered to the Department and shall be packaged individually so that each set is enclosed in a plastic bag contained or cardboard box. Each bag or box shall be clearly marked with the intended officer's name. All items intended for any individual officer shall be included within the officer's bag or box; for example, if the officer ordered a spare carrier (concealable or overt) or trauma plate, it shall be included in the bag or box along with his original armor.	Mandatory		
12.	The vendor and or manufacturer shall provide the Department's contact person with three-business days' notice prior to delivery of items to the Department.	Mandatory		
13.	Letters of certification and approval, which indicate the vest performs to all levels claimed, shall be submitted with the qualification response. Certification must be from an independent testing laboratory that is part of the National Institute of Justice (NIJ) and the National Law Enforcement and Corrections Technology Center (NLECTC).	Mandatory		
14.	No metals of any kind shall be present in any form in any component of the vest. All materials used shall be preshrunk and color fast. The vendor shall provide, at the time of the written bid is submitted, a complete list of all materials contained in the candidate vest.	Mandatory		

	Specification Checklist	Priority	Comments or Specifics	COMPLY YES or NO
	Vendors Must Currently Meet 100% of those features identified as mandatory. Any false statements are immediate grounds for disqualification Requirements			
15.	Material Safety Data Sheets issued or required of all items subject to bid.	Mandatory		
16.	Items purchased shall be <u>delivered in full within eight (8) weeks</u> of receipt of purchase order	Mandatory		
	GENERAL EQUIPMENT REQUIREMENTS			
17.	Armor must provide Level II or Level IIIA ballistic protection	Mandatory		
18.	All layers of ballistic material shall be cut as a single piece. The stitching together of ballistic material pieces so as to assemble a layer is prohibited.	Mandatory		
19.	Armor shall be configured such that the opening or seam between the front and back panels shall be at or to the rear of the vertical midline of the side of the torso. The armor opening between the front and back panels shall not exceed 1" at any point along the vertical midline of the side of the torso.	Mandatory		
20.	Armor both concealable & external (overt) shall be designed to prevent chaffing of the wearer and to allow for full range of movement, maintaining maximum coverage area given these considerations.	Mandatory		
21.	Armor both concealable & external (overt) shall be contoured so as not to contain any sharp or pointed angles or surfaces. All corners shall be tapered or rounded.	Mandatory		
22.	Armor shall not ride up on any officer in a normal seated position. All tailoring, fitting, and alteration work shall be in conformance with the highest standards of the industry. All carriers (both concealable & external(overt) shall be equipped with a Velcro or other type fastening system which prevents the ballistic panels from moving or sagging in the carrier.	Mandatory		
	BALLISTIC PANELS & HARD ARMOR PLATE			
23.	The vendor shall indicate (in the comments section to the right) the specific name of all materials used in the construction of the ballistic panel, including number of layers, weave, denier, or other measures of the ballistic material.	Mandatory		
24.	Ballistic panels shall be tailored so as to fit snugly into the panel covering. The covering shall consist of an anti-microbial material that assists with resisting degradation.	Mandatory		
25.	Ballistic Panels & Hard Armor Plate must fit into both a concealable carrier & external (overt) carrier without jeopardizing coverage and protection.	Mandatory		
	Ballistic material shall be used in all stitching present on the ballistic panel. All areas of all ballistic panels shall provide			

	Specification Checklist	Priority	Comments or Specifics	COMPLY YES or NO
	Vendors Must Currently Meet 100% of those features identified as mandatory. Any false statements are immediate grounds for disqualification Requirements			
26 .	the ballistic penetration, backface deformation, and other required protections for LEVEL II or LEVEL IIIA protection as specified by the NIJ 0101.06 standard, and those additional threat protections described in manufacturer and/or vendor written sales or promotional materials.	Mandatory		
27 .	All areas of all ballistic panels and all other vest components shall be in full compliance with the requirements of the NIJ standard 0101.07.	Mandatory		
	PANEL CARRIERS			
28 .	Both concealable carriers and external (overt) carriers shall hold ballistic panels snugly and shall be tailored in accordance with the measurements and conditions mentioned herein.	Mandatory		
29 .	Visible carrier straps (for concealable), the complete External (overt) carrier and all visible attachments thereto shall be navy blue or black.	Mandatory		
30 .	The External (overt) carrier shall be available to attach MOLLE with a maximum of 3 rows starting from the lower portion of the external carrier. The MOLLE must only cover the front and sides of the External (overt) carrier. The External (overt) carrier must also have the ability to attach a metal badge through an eyelet on the upper left area. There must also be an option for the External (overt) Carrier to have no MOLLE. The External (overt) carrier must also have a front zipper opening design. The External (overt) carrier must also have a uniform shirt appearance.	Preferred		
31 .	All carriers shall allow for removal of all ballistic panels. The openings, which allow for ballistic panel removal shall be on the outside of the carrier, and shall be equipped with zipper type closures (Velcro closure is acceptable). The carrier shall be of a material, which is "home machine washable."	Mandatory		
32 .	Concealable carriers shall be equipped with tails attached to the front and back panels of the carrier of sufficient size to prevent the vest from riding up. The option to order any vest without tails shall be at the discretion of the individual officer. The vendor shall inquire with each officer, at the time of fitting, regarding tail preference.	Mandatory		

	Specification Checklist	Priority	Comments or Specifics	COMPLY YES or NO
	Vendors Must Currently Meet 100% of those features identified as mandatory. Any false statements are immediate grounds for disqualification Requirements			
33 .	Concealable carriers shall be equipped with elastic straps of sufficient width and adjustable for comfort. Straps shall allow for securing and adjustment using a Velcro type hook and pile system.	Mandatory		
	WARRANTY/PRICING			
34 .	The manufacturer or vendor shall guarantee the outer shell carrier of the vest and attached components attached thereto, to be free from defects and workmanship for period of two (2) years from date of delivery	Mandatory		
35 .	The manufacturer or vendor shall guarantee the ballistic panels and all components attached thereto, to be free from defects in material and workmanship for a period of five (5) years from date of delivery	Mandatory		
36 .	All vest units shall be guaranteed to be free from any defects affecting performance, durability, serviceability, appearance, or safety of the user.	Mandatory		
37 .	Workmanship and construction details, cutting, stitching and finishing shall in all cases be in accordance with the first-class textile standard practices for the intended purpose.	Mandatory		
38 .	The selected vendor will have a process in place to inspect and re-certify armor as needed to allow armor to be utilized after five (5) years of daily use.	Preferred		
39 .	The selected vendor will offer an extended warranty for up to three(3) additional years	Preferred		
40 .	Vendors must agree that the City of Farmington Hills Police Department retains the right to return any carriers to the distributor and/or the manufacturer for resizing, recutting or other alterations, for one year from the date of purchase. Such resizing, recutting or alteration shall be completed in a timely fashion and AT NO CHARGE to the City of Farmington Hills. If the resizing, recutting or alteration cannot be accomplished without jeopardizing the ballistic integrity of the item, it shall be replaced by the vendor and/or manufacturer AT NO CHARGE to the City of Farmington Hills.	Mandatory		
41 .	The selected vendor must be willing to accept a pricing method that provides for consistent future pricing regardless of the number of vests ordered	Preferred		

SAMPLE AGREEMENT
(TO BE COMPLETED ONLY AFTER AWARD)

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the City of Farmington Hills, Oakland County, Michigan, on behalf of themselves and the MITN Purchasing Cooperative, Party of the First Part, hereinafter called OWNER, and Party of the Second Part, _____, hereinafter called the CONTRACTOR.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named agree as follows:

ARTICLE I - THE WORK

It is agreed that the Contractor shall furnish all the labor & materials to deliver products shown and called for in the request for proposals titled:

Body Armor and Concealable Vest and Carrier

prepared by the City of Farmington Hills, Central Services Department, Oakland County, Michigan, acting as, and in these Contract Documents entitled, the Contract Manager, and shall do everything required by the Contract Documents.

ARTICLE II - THE TIME

It is agreed that the Contractor shall begin work under this Contract upon receipt of written notice to proceed and that the contractor will fulfill all contract requirements for a period of **two (2) years from date of contract award**. It is further agreed that The City of Farmington Hills may opt to extend the pricing, terms and conditions of this contract for **three (3) additional years upon mutual consent**.

ARTICLE III - OWNER'S RIGHT TO CANCEL

It is agreed that if at any time the Contractor should abandon this work; or if he should be adjudged a bankrupt, or if his performance of this Contract is being unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly fail to fulfill portions of the contract requirements the Owner shall have the right to cancel the Contract with seven ten (10) days written notice. Failure to perform specified duties listed herein after two (2) written notices shall constitute grounds for cancellation

ARTICLE IV - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

ARTICLE V – THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties named

ARTICLE VI - INSURANCE

REFER TO INSURANCE REQUIREMENTS AS OUTLINED IN **SECTION 32** OF THE REQUEST FOR PROPOSAL DOCUMENTS.

ARTICLE VII - THE CONTRACT SUM

And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the Owner, shall pay to him, at the time and in the manner hereinafter stipulated, an amount as determined by the measured quantities and the respective unit prices herein named within thirty (30) days of receipt of the Contractor's invoices. Requested to do so, supported if requested, by sworn statements, satisfactory evidence that all persons who have supplied labor.

It is agreed that no issues regarding payment of invoices shall affect the delivery of goods and services & no orders shall be held by the Contractor by the Owner shall be deemed or construed as an acceptance of any part of the work under this contract.

IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first written above for the Purchase and Maintenance Agreement for Fitness Equipment.

CITY OF FARMINGTON HILLS - MUNICIPALITY

WITNESSES:

BY:

Karen Mondora, Interim City Manager/Date

BY:

Carly Lindahl, City Clerk/Date

WITNESSES:

CONTRACTOR

BY

Contractor/Date

BY

Contractor/Date

Contractor's signature (s) must be notarized:

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public

County _____

My Commission Expires: _____