



THE CITY OF COLORADO SPRINGS

REQUEST FOR PROPOSAL

Services

R24-077DS

Date Issued: July 1, 2024

**CSPD SOFT BODY ARMOR AND LOAD BEARING VEST
CARRIER**

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests Fixed Unit Price, as detailed in this Request for Proposal (RFP), for CSPD Soft Body Armor and Load Bearing Vest Carrier.

This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.

The City may award multiple contracts in result of this RFP

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://www.bidnetdirect.com/>

BIDNET Support

800-835-4603

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet (www.bidnetdirect.com). All addenda or amendments shall be issues through BidNet and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	July 1, 2024
Pre-Proposal Conference	July 11, 2024, 11:00 AM MST

We will hold a pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However all Offerors are encouraged to attend. Please use the link below to attend the meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2MzNWRIOTQtYTc2Ny00ZDc1LTk5Y2ltYjdmYWVhNGRhNjdk%40thread.v2/0?context=%7b%22Tid%22%3a%2290f74bf0-a593-4c12-9591-fb8ef4ba6ad1%22%2c%22Oid%22%3a%228e59dff5-e42a-4e52-b23f-b2d164d21568%22%7d

Call in (Audio Only): 720-617-3426 Conference ID: 902 467 123#

Cut Off Date for Questions	July 16, 2024, 5:00 PM MST
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Questions about the RFP must be submitted electronically with BidNet. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.

Proposal Due Date	August 1, 2024, 5:00 PM MST
Product Demos	Anticipated August 2024
Award of Contract	Anticipated November 2024

1.2 SUBMISSION OF PROPOSALS

Proposals are to be submitted electronically on the BidNet Website (www.bidnetdirect.com). Please review the submission requirements *well in advance* of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for www.bidnetdirect.com can be reached 1-800-835-4603.

1.3 NUMBER OF COPIES

One electronic proposal is to be submitted electronically on the BidNet Website (www.bidnetdirect.com).

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term "Offeror" means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to CSPD Body Armor.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the BidNet Website (www.bidnetdirect.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

1.11 AWARD

The City of Colorado Springs may make multiple awards, using the evaluation criteria listed in this RFP, to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year: January 1, 2025 – December 31, 2025

Option Year 1: January 1, 2026 – December 31, 2026

Option Year 2: January 1, 2027 – December 31, 2027

Option Year 3: January 1, 2028 – December 31, 2028

Option Year 4: January 1, 2029 – December 31, 2029

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other Offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other Offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- A. Sections I-IV of this Solicitation
- B. Statement of Work
- C. Other Appendices, Schedules, Exhibits, or Attachments

1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.23 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Two Envelopes will be set up in BidNet for this solicitation, the following needs to be submitted in each envelope.

Envelope 1:

Appendix A: Proof of NIJ Testing

Appendix B: NIJ Compliance Test Report

Appendix C: Independent laboratory Test

Envelope 2:

Proposal

Exhibit 2 Qualifications Documents

Appendix D: Price Sheet

Acknowledged Addendum, if Issued

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.

E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit the proposal certification form included with Exhibit 2 Qualifications Documents with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, and size of firm. Financial stability information (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City) may be requested during the proposal evaluation and award process.

2.5 MANDATORY REQUIREMENTS (PHASE 1 OF EVALUATION)

The Offeror must submit proof of NIJ testing, an NIK compliance Test Report, and documentation from an independent laboratory as described in Exhibit 3 Scope of Work. This documentation will be uploaded into Envelope 1 and be reviewed. Offerors unable to provide this information will receive a fail grade in this requirement and not be considered further for an award of a contract. Offerors who pass will move onto Phase two of the evaluation process to be considered for award of contract.

2.6 PRODUCT DESCRIPTIONS / SPECIFICATIONS (PHASE 2 OF EVALUATION)

The offeror's proposal should demonstrate that the body armor products being offered meet all general requirements and specific specifications in Exhibit 3 Scope of Work.

2.7 VENDOR EXPERIENCE AND QUALIFICATIONS (PHASE 2 OF EVALUATION)

A description of the Offeror's qualifications and experience providing the requested, or similar, service shall be submitted as part of Offeror's proposal. The Offeror must be an established firm recognized for its capacity to perform; and must have sufficient personnel to provide the services outlined in the RFP.

Offeror should include responses to the following inquiries in its response:

- A. Identify whether the offeror is a manufacturer or a distributor. If the offeror is a manufacturer, provide information on the distributor you will use.
- B. Provide credentials of staff to be assigned to the account. The offeror's staff assigned to this contract must be well qualified to maintain the account and provide appropriate service to customers.

C. Bidder must have extensive experience in supplying body armor products to public or government agencies. The offeror shall list the names of at least three public/government agencies which have purchased products or services similar to those covered by this RFP from the offeror, within the last two years. The CSPD reserves the right to determine if such products or services are appropriately similar. Each reference shall be a public or government agency and include the following:

1. Agency Name
2. Contact Persons Name
3. Address
4. Phone
5. E-Mail

D. Offeror must describe how it intends to provide the best possible customer service in the following areas:

1. Offeror's process for obtaining users' measurements. The fit of each measured vest must be guaranteed.
2. Offeror's typical ordering, shipping, and delivery process ensuring delivery times are accurate and dependable.
3. Offeror's willingness to send representatives to ensure proper fit when vests are distributed.
4. Offeror's and/or manufacturer's agreement to provide alterations or replacements free of charge until the department is satisfied with the fit for a period of 60 days from the date of issue.
5. Offeror's process for training users on proper fit, use, and care of armor.
6. Offeror's process for managing product recalls and returns. Offeror shall be responsible for the execution and effectiveness of all product warranties and shall be the sole source for solution to problems arising from warranty claims.
7. Offeror's process if a user is injured due to a product failure.
8. Offeror's willingness to work directly with users to allow them to purchase additional items at their own expense. For example, the CSPD issues a certain number and/or type of carriers, panels, and plates. If a user wants to acquire additional or upgraded items, will Offeror allow user to purchase those items?

9. Offeror's process for recycling vests outside of warranty period and whether bidder will consider recycling other vendors' vests.
10. Offeror's process for supplying sample vests and carriers. Offeror will explain whether it will provide the requested five (5) male and five (5) female vests; or, if Offeror will provide a different quantity. Offeror will also provide a timeline for measurement and delivery of these samples. Offeror shall be responsible for all shipping costs. Samples will be retained and disposed of by the City at its discretion unless a written request and return shipping tags have been provided to the City within sixty days of award.
11. If Offeror is selected to be on a short-list, bidder may be asked to provide reasonable certainty it has the financial stability to provide excellent service throughout the life of the contract.
12. Offeror will explain if it has been involved in prior legal action. Explanation will include circumstances, outcome, and penalties ordered/paid as a result of litigation.

2.8 COST PROPOSAL (PHASE 2 OF EVALUTAION)

In the Cost Proposal, the Offeror should provide a detailed breakdown of the price for each product it plans to offer in this contract using the Price Sheet in Appendix D. If the included price sheet does not allow the offeror the best format to properly communicate pricing, the offeror can submit cost proposal in their own format that provides a full description of each product and its price. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?

2.9 EXCEPTIONS (PHASE 2 OF EVALUATION)

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.10 INSURANCE REQUIREMENTS (PHASE 2 OF EVALUTAION)

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

2.11 PRODUCT DEMO (PHASE 3 OF EVALUATION)

Upon completion of phase 1 and 2 of the evaluation process The City will determine a shortlist of offerors. All shortlisted offerors that are asked to participate in phase 3 will be asked to submit samples for male and female body armor of the proposed body armor (requesting five (5) male and five (5) female vests but quantities are negotiable. Samples will be evaluated for a two (2) to four (4) week time period for adherence to total coverage, comfort, flexibility, adaptability, LBV Material Durability / ease of care and maintenance, and ease of donning/doffing as per specifications. In the proposal offerors should explain whether it will provide the requested five (5) male and five (5) female vests; or, if the offeror will provide a different quantity. The offeror will also provide a timeline for measurement and delivery of these samples. The offeror shall be responsible for all shipping costs. Samples will be retained and disposed of by the City at its discretion unless a written request and return shipping tags have been provided to the City within sixty days of award.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA PHASE ONE

3.1.1 MANDATORY REQUIREMENTS

See Section II – Item 2.5 and Exhibit 3 Scope of Work

3.2 EVALUATION CRITERIA PHASE TWO

3.2.1 PRODUCT DESCRIPTIONS / SPECIFICATIONS

See Section II – Item 2.6

3.2.2 VENDOR EXPERIENCE AND QUALIFICATIONS

See Section II – Item 2.7

3.2.3 COST PROPOSAL

See Section II – Item 2.8

3.2.4 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

3.3 EVALUATION CRITERIA PHASE THREE

3.3.1 PRODUCT DEMOS

See section II – Item 2.11.

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows per grouping:

Phase One (Mandatory Requirements)

First: Compliance with Mandatory Requirements – Pass / Fail

Phase Two (Evaluation of Proposal)

First: Product Description / Specifications

Second: Vendor Experience and Qualifications

Third: Cost Proposal

Phase Three (Product Demo)

The following will be scored on a scale of 1 (lowest) to 5 (highest)

- Total Coverage

- Comfort
- Flexibility
- Adaptability
- LBV Material Durability / ease of care and maintenance
- Ease of donning / doffing

Possible scores for each criterion shall be as follows:

- 5 – Exceptional
- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

B. Definitions for scoring are as follows and apply to each grouping:

1. The following apply to the Mandatory Requirements Area:

Pass – The offeror meets all mandatory requirements and will be included in phase two for further evaluation for consideration of contract award.

Fail – The Offeror does not meet all mandatory requirements and will not be considered further for contract award.

2. The following apply to the Product Description / Specifications and Vendor Experience and Qualifications, cost proposal, and product demo sections

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good – The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

C. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Phase 2 (Evaluation of Proposal)

Product Description / Specifications = 40 points
Vendor Experience and Qualifications = 30 Points
Cost Proposal = 30 Points

Phase 3 (Product Demo)

Total Coverage = 5 points
Comfort = 5 points
Flexibility = 5 points
Adaptability = 5 points
LBV Material Durability / ease of care and Maintenance = 5 points
Ease of donning/doffing = 5 points

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated by grouping and scored by grouping by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award each grouping to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract or contracts prepared by the City will be finalized and/or negotiated with the successful Offeror(s). In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror(s) will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

- Exhibit 1 Sample Contract
- Exhibit 2 Qualifications Documents
- Exhibit 3 Scope of Work
- Exhibit 4 Sample Evaluation Scoresheet

EXHIBIT 1 SAMPLE CONTRACT

SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist		City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance	

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 2022 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity:

The Contractor did on the ___ day of _____, 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal
4. Appendix C – Statement of Work
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements

2. COMPENSATION/CONSIDERATION

If FFP:

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform XXXX services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

If T&M

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the estimated price of _____, not to exceed \$_____ (“Not to Exceed estimate”). If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

This is a Time and Material (T&M) type contract. The Not to Exceed estimate is in accordance with the Contractor’s T&M proposal and rates, as included in the attached proposal, dated XXXXXX. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours shall be subject to City review and approval before payable.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracts Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

Notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total not to exceed price of performing this Contract.

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
Base Year:		
Option Year One:		
Option Year Two:		
Option Year Three:		
Option Year Four:		

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

The total value of this Contract for all years shall not exceed \$XXXXXXX. The value and current funding is \$XXXXXXX for the base year.

OR

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is _____ Calendar Days after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will

sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract

requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation

for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Department Manager: up to \$149,999.99

The City of Colorado Springs Deputy Chief of Staff: \$150,000.00 to \$499,999.99

The City of Colorado Springs Chief of Staff: \$500,000.00 to \$1,999,999.99
The Mayor of Colorado Springs: Unlimited

12. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused

by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.

- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed.

Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

25. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

26. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

28. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

29. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
 - vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely

manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

31. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

32. PAYMENTS

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

If T&M

The City will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to City approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

33. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

34. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

35. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

36. EMPLOYMENT OF LABOR

The Contractor shall comply with and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

37. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax-exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, the appropriate ST forms as designated by the City Sales Tax Office. These forms shall list all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

38. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

39. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

40. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

41. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

42. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and

transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

43. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:
SAMPLE CONTRACT ONLY

SECOND PARTY:
SAMPLE CONTRACT ONLY
Corporate Name
Signature Date
Title

EXHIBIT 2 – QUALIFICATIONS DOCUMENTS

Please Complete PDF document included with this RFP in BidNet and submit with your proposal in Envelope 2

EXHIBIT 3 – SCOPE OF WORK FOR CSPD SOFT BODY ARMOR AND LOAD BEARING VEST CARRIER

SUMMARY OF INTENT & BACKGROUND

The City of Colorado Springs (City), on behalf of the Colorado Springs Police Department (CSPD), is seeking proposals from qualified vendors for soft body armor with internal/concealed carrier; and, load bearing vest options.

For each, it is the CSPD's intent to purchase the solution that provides optimum protection with a high degree of wearability. Bidders can submit proposals for soft body armor, load bearing vest carriers, or both.

The CSPD is an organization of approximately 1,100 employees. Approximately 850 of these employees are in positions that are issued body armor. Quantities of vests purchased each year are based upon the frequency and size of recruit classes held; the number of vests required to be replaced due to warranty expiration; and, the frequency of employees transferring into rotating positions.

In 2025, the CSPD expects to purchase approximately 400 soft body armor vests.

MANDATORY REQUIREMENTS

Offerors **MUST** provide proof of the following information. Offerors unable to provide this information will **NOT** be considered.

- 1) Documentation and original test results from the National Institute of Justice (NIJ) stating the proposed body armor models (Level II and IIIa) satisfy the testing requirements of NIJ Standard - 0101.06. Vendors should supply documentation and original test results from the NIJ Standard 0101-07, if available.
 - The models tested must be NIJ compliant in size ranges C1-C5.
 - The models tested must also be NIJ compliant by specific gender (male and female) or be defined as gender neutral.
- 2) NIJ Compliance Test Report Form certifying the following information regarding the CSPD's duty round.
 - Proposed models must provide ballistic resistance from the Winchester 9mm Luger +P+ (127 gr.) Ranger T-series (1250 ft/sec), which exceeds NIJ Standard.
- 3) Documentation from an independent test laboratory certifying proposed body armor models provide protection from the CSPD's issued duty round.
 - The test is part of the special threats testing as specified in the current NIJ standard.

- The independent test laboratory must be currently approved as part of the NIJ National Law Enforcement and Corrections Technology Center (NLECTC) body armor compliance-testing program.
- All testing must be completed to the Ballistic Resistance of Body Armor NIJ Standard-0101.06 as specified on page 58 (Table 11) for the Winchester Ranger T-Series, 9mm Luger 127 gr, JHP round.
- The tested soft body armor models must be NIJ compliant in size range C1-C5.
- The tested models must also be NIJ compliant by specific gender (male and female) or defined as gender neutral (Ballistic Resistance information from NIJ publication July 2008)

Proof of NIJ testing (#1 above), NIJ Compliance Test Report Form (#2 above), and documentation from independent laboratory (#3 above) must be submitted in Envelope One when submitting your proposal package.

PRODUCT DESCRIPTION/SPECIFICATIONS

A. General Requirements

All offerors shall adhere strictly to the requirements stated herein unless otherwise noted.

1. All materials are to be brand new and free from any defects.
2. All workmanship is to be of first quality. No defect that may affect the performance, wearability or durability of the vest will be tolerated.
3. All items provided must be ordered new and unused, and shall not contain reused/remanufactured or repurposed components.
4. Each body armor product will be manufactured to professionally conducted measurements designed to fit a specific individual. Soft body armor products shall not be bulk ordered inventory, nor substantially tailored or modified off the shelf items to fit personnel as needed since altering products could potentially change the performance aspects originally tested during compliance testing.
5. Soft or hard plates must be standard sizes as per NIJ standards.
6. All measurements must be made according to manufacturer stated standards and take into account all clearances of panels and duty belts as suggested in the NIJ selection and application guide to buying body armor (as updated). Bidder receiving award must send qualified representative(s)/trained personnel to City to personally take measurements of individual officers to

assure a proper fit. The fit of each measured vest must be guaranteed. The bidder and/or manufacturer must agree to provide alterations or replacements free of charge until the department is satisfied with the fit for a period of 60 days from the date of issue.

7. The body armor must provide maximum practical protective coverage for male and female officers for everyday wear and must not bind or restrict user mobility. The intent is to provide full wrap or overlap protection of the torso. Coverage is to be the maximum available that is also consistent with wearability needs.
8. All short-listed Bidders shall submit samples for male and female body armor of the proposed body armor (requesting five (5) male and five (5) female vests but quantities are negotiable). Samples will be evaluated for a two (2) to four (4) week time period for adherence to weight, flexibility, comfort and quality as per specifications.
9. Bidder must agree that all shipments of each certified model will be identical in design and construction to that which was originally certified. No substitutions will be allowed without prior written approval of the City.

B. Soft Body Armor

1. Panels

The CSPD currently uses Level II and Level IIIA soft body armor. Offerors should provide a description of the Level II and Level IIIA soft body armor it would recommend for the CSPD. Information related to the ballistic panels should include, but not be limited to:

- Thickness
- Flexibility
- Weight
- Fit requirements and in what size increments the vests are cut
- Wear direction labeling
- Serial number or other vest identification labeling to allow for vest tracking
- Panel material
- Panel cover construction
- Warranty information proving panels are warranted for a minimum of five (5) years from the date of purchase
- Potential for armor to be TASER resistant

If offeror has the opportunity to provide a lightweight rifle-rated vest, bidder should also provide the above listed information about the rifle-rated vest.

2. Trauma Plates

Offerors should provide information on the trauma plates available for use with the soft body armor recommended by the offeror. At a minimum, offerors should include:

- Type
- NIJ threat level
- Available sizes
- Labeling or other tracking method
- Any warranty information

3. Rifle Rated Plates (In-conjunction with soft body armor)

Offerors should provide information on rifle-rated plates available for use with the soft body armor recommended by bidder. At a minimum, bidder should include:

- Type
- NIJ threat level
- Available sizes
- Labeling or other tracking method
- Any warranty information

4. Internal/Concealable Carrier

The CSPD currently provides one (1) internal/concealed carrier to each employee required to wear body armor. Offerors should describe how the carrier meets the following criteria:

- Carrier fabric that is lightweight, durable, moisture-wicking, fast drying, and provides odor control
- Panel pocket(s) location, closure, ease of insertion
- Ease of donning and doffing including easily adjustable shoulder and torso straps, and number/location of adjustment points
- Available in black color
- Warranty information
- Any additional features bidder would like to present

5. Storage Bag

Offeror should advise if a vest storage bag large enough to hold ballistic vest, carrier(s), and plates is available.

C. Load Bearing Vest Carrier

The CSPD currently issues one (1) exterior load bearing vest carrier to its employees required to wear body armor. Offeror should describe how its load bearing vest carrier meets the following criteria:

- Ease of donning and doffing including number/location of adjustment points
- Carrier fabric features including whether it water repellant, ease of cleaning, and any other features bidder would like to highlight

- Modular webbing attachment system sewn onto majority of front and rear of the outer shell to accommodate equipment and equipment pouches
- Availability of internal communication wire routing
- Internal and/or external pockets for extra equipment storage
- Availability and location of an extrication rescue strap sewn onto carrier
 - Description and location of the ballistic plate pockets to accommodate 5"x8", 6"x9", 7"x9", 8"x10" and 10"x12" rifle plates
- Description and availability to have soft body armor material sewn into sides of LBV or provide information on any side panels incorporated into a cummerbund, to ensure complete coverage of the sides of the torso, even when rifle rated plates are inserted into the LBV. Bidder should describe the level of armor protection available and how the cummerbund is incorporated into the LBV.
- Ability to have hook and loop material on the upper right and left sides of the LBV to accommodate removable name and ID patches
- Ability to have a "Police" Patch or lettering on both the front and back of the LBV and available in gold and silver lettering. The "Police" patch on the back must be at least three (3) inch lettering
- Availability of custom, removable ID patches (for name and rank)
- Availability of any patches or other markings to be high contrast, thermal film material to assist with easily identifying officers with the use of a drone
- Warranty information
- Carrier color options (Black is mandatory, high visibility yellow should also be available)

D. Hard Plate Carrier

Offeror should describe how its rifle rated plate carrier meets the following criteria:

- Ease of donning and doffing including number/location of adjustment points
- Carrier fabric features including whether it water repellant, ease of cleaning, and any other features bidder would like to highlight
- Modular webbing attachment system sewn onto majority of front and rear of the outer shell to accommodate equipment and equipment pouches
- Availability of internal communication wire routing
- Internal and/or external pockets for extra equipment storage
- Availability and location of an extrication rescue strap sewn onto carrier
- Description and location of the ballistic plate pockets to accommodate 5"x8", 6"x9", 7"x9", 8"x10", 10"x12" and 11" x 14" rifle plates

- Description and availability to have soft body armor material sewn into sides of the carrier, or provide information on any side panels incorporated into a cummerbund, to ensure complete coverage of the sides of the torso. Bidder should describe the level of armor protection available and how the cummerbund is incorporated into the plate carrier.
- Ability to have hook and loop material on the upper right and left sides of the LBV to accommodate removable name and ID patches
- Ability to have a “Police” Patch or lettering on both the front and back of the LBV and available in gold and silver lettering. The “Police: patch on the back must be at least three (3) inch lettering
- Availability of custom, removable ID patches (for name and rank)
- Availability of any patches or other markings to be high contrast, thermal film material to assist with easily identifying officers with the use of a drone
- Warranty information
- Carrier color options (Black is mandatory, high visibility yellow should also be available)

E. Hard Plates (Stand Alone, Rifle Rated)

If Offeror has the product available, bidder should provide information on the availability of hard Level III and/or Level IV hard rifle plates, and the associated carriers that these plates would go in. The hard plates and carries will need to meet the same requirements as stated above for soft body armor and load bearing vest carriers. At a minimum, bidder should include:

- Type
- NIJ threat level
- Available sizes
- Labeling or other tracking method
- Any warranty information
- Hard Plate Material composition (polyethylene is preferred)
- Availability of multi-curve option
- Availability of a Sappi Cut option

EXHIBIT 4 – SAMPLE EVALUATION SCORESHEET

Proposer’s Name: _____

Evaluator’s Name: _____

Project Name/RFP#: _____

<p>PHASE 1 MANDATORY REQUIREMENTS</p> <p>The Offeror must submit proof of NIJ testing, an NIK compliance Test Report, and documentation from an independent laboratory as described in Exhibit 3 Scope of Work. This documentation will be uploaded into Envelope 1 and be reviewed. Offerors unable to provide this information will receive a fail grade in this requirement and not be considered further for an award of a contract. Offerors who pass will move onto Phase two of the evaluation process to be considered for award of contract.</p> <p>COMMENTS</p>	<p>SCORE</p> <p>Pass / Fail</p>
<p>PHASE 2 PROPOSAL EVALUATION</p>	
<p>PRODUCT DESCRIPTIONS / SPECIFICATIONS 40 POINTS</p> <p>The offeror’s proposal should demonstrate that the body armor products being offered meet all general requirements and specific specifications in Exhibit 3 Scope of Work.</p> <p>COMMENTS</p>	<p>SCORE</p> <p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>VENDOR EXPERIENCE AND QUALIFICATIONS 30 POINTS</p> <p>A description of the Offeror’s qualifications and experience providing the requested, or similar, service shall be submitted as part of Offeror’s proposal. The Offeror must be an established firm recognized for its capacity to perform; and must have sufficient personnel to provide the services outlined in the RFP.</p>	<p>SCORE</p> <p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

Offeror should include responses to the following inquiries in its response:

- E. Identify whether the offeror is a manufacturer or a distributor. If the offeror is a manufacturer, provide information on the distributor you will use.

- F. Provide credentials of staff to be assigned to the account. The offeror's staff assigned to this contract must be well qualified to maintain the account and provide appropriate service to customers.

- G. Bidder must have extensive experience in supplying body armor products to public or government agencies. The offeror shall list the names of at least three public/government agencies which have purchased products or services similar to those covered by this RFP from the offeror, within the last two years. The CSPD reserves the right to determine if such products or services are appropriately similar. Each reference shall be a public or government agency and include the following:
 - 1. Agency Name
 - 2. Contact Persons Name
 - 3. Address
 - 4. Phone
 - 5. E-Mail

- H. Offeror must describe how it intends to provide the best possible customer service in the following areas:
 - 13. Offeror's process for obtaining users' measurements. The fit of each measured vest must be guaranteed.
 - 14. Offeror's typical ordering, shipping, and delivery process ensuring delivery times are accurate and dependable.
 - 15. Offeror's willingness to send representatives to ensure proper fit when vests are distributed.
 - 16. Offeror's and/or manufacturer's agreement to provide alterations or replacements free of charge until the department is satisfied with the fit for a period of 60 days from the date of issue.
 - 17. Offeror's process for training users on proper fit, use, and care of armor.

18. Offeror's process for managing product recalls and returns. Offeror shall be responsible for the execution and effectiveness of all product warranties and shall be the sole source for solution to problems arising from warranty claims.
19. Offeror's process if a user is injured due to a product failure.
20. Offeror's willingness to work directly with users to allow them to purchase additional items at their own expense. For example, the CSPD issues a certain number and/or type of carriers, panels, and plates. If a user wants to acquire additional or upgraded items, will Offeror allow user to purchase those items?
21. Offeror's process for recycling vests outside of warranty period and whether bidder will consider recycling other vendors' vests.
22. Offeror's process for supplying sample vests and carriers. Offeror will explain whether it will provide the requested five (5) male and five (5) female vests; or, if Offeror will provide a different quantity. Offeror will also provide a timeline for measurement and delivery of these samples. Offeror shall be responsible for all shipping costs. Samples will be retained and disposed of by the City at its discretion unless a written request and return shipping tags have been provided to the City within sixty days of award.
23. If Offeror is selected to be on a short-list, bidder may be asked to provide reasonable certainty it has the financial stability to provide excellent service throughout the life of the contract.
24. Offeror will explain if it has been involved in prior legal action. Explanation will include circumstances, outcome, and penalties ordered/paid as a result of litigation.

COMMENTS:

<p>COST PROPOSAL 30 POINTS</p> <p>In the Cost Proposal, the Offeror should provide a detailed breakdown of the price for each product it plans to offer in this contract using the Price Sheet in Appendix D. If the included price sheet does not allow the offeror the best format to properly communicate pricing, the offeror can submit cost proposal in their own format that provides a full description of each product and its price. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> 1. How does the price compare to industry competition? 2. If low, is it unrealistically low? 3. If high, is there demonstrated added value for the additional cost? <p>COMMENTS:</p>	<p>SCORE</p> <p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>EXCEPTIONS PROPOSED</p> <p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	<p>SCORE</p> <p>Pass/ Fail</p>
<p>INSURANCE EXCEPTIONS PROPOSED</p> <p>What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	<p>SCORE</p> <p>Pass/ Fail</p>
<p>PHASE 2 TOTAL SCORE</p>	

<p>PHASE 3 PRODUCT DEMOS (SHORTLISTED VENDORS ONLY) 30 POINTS</p> <p>See Sample Soft Body Armor Wear Test Evaluation Sheet</p> <p>COMMENTS:</p>	<p>SCORE</p> <p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>PHASE 3 TOTAL SCORE</p>	
<p>FINAL SCORE (PHASE 2 & PHASE 3 COMBINED)</p>	

SAMPLE SOFT BODY ARMOR WEAR TEST EVALUATION

Officer Name/IBM: _____ Division/Shift: _____

Product Information (Manufacturer/Model/Size): _____

Dates Worn: _____

Please rate the SBA/LBV using a scale of 1 (lowest) to 5 (Highest). Please circle your rating

Total coverage (Torso/side)

1.....2.....3.....4.....5.....

Comfort

1.....2.....3.....4.....5.....

Flexibility (does it limit moving while driving, making arrests, or during use of force encounters)

1.....2.....3.....4.....5.....

Adaptability (molle attachments)

1.....2.....3.....4.....5.....

LBV Material Durability/ease of care and maintenance

1.....2.....3.....4.....5.....

Ease of donning/doffing

1.....2.....3.....4.....5.....

SECTION VI – APPENDICES

6.0 APPENDICES

- Appendix A Proof of NIJ Testing (Envelope 1)
- Appendix B NIJ Compliance Test Report (Envelope 1)
- Appendix C Independent Laboratory Test (Envelope 1)
- Appendix D Price Sheet (Envelope 2)

APPENDIX A –PROOF OF NIJ TESTING

Submit Proof of NIJ Testing as described in the mandatory requirements in Exhibit 3 Scope of Work in Envelope 1 in BidNet.

APPENDIX B – NIJ COMPLIANCE TEST REPORT

Submit NIJ Compliance Test Report as described in the mandatory requirements in Exhibit 3 Scope of Work in Envelope 1 in BidNet.

APPENDIX C – INDEPENDENT LABORATORY TEST

Submit Independent Laboratory Test as described in the mandatory requirements in Exhibit 3 Scope of Work in Envelope 1 in BidNet.

APPENDIX D – PRICE SHEET

Complete attached Word Document with unit pricing for all items your firm wishes to submit pricing for. Submit the Price Sheet in Envelope 2 in BidNet.