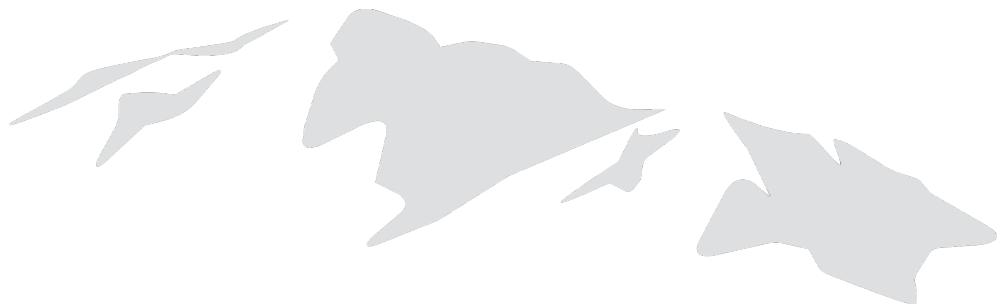




**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL**

Ballistic Helmets



Prepared by Deputy Chief Jake Sube

Ogden City Police Department

February 1, 2024

OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL

Ballistic Helmet

ADVERTISEMENT

Ogden City is requesting sealed proposals from qualified offerors to purchase ballistic helmets.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 2nd Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **February 29th, 2024, no later than 1 PM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

Ad Published: February 3rd & 10th 2024.

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Ballistic Helmets

I. INTRODUCTION

The Ogden City Police Department (OPD) is speaking sealed proposals from reputable vendors for the purchase of ballistic helmets to enhance officer safety and preparedness in the face of evolving dangers.

Goals/Objectives

Ogden City strives to maintain:

A. Enhance Officer Safety and Protection:

Goal: Procure ballistic helmets that meet or exceed industry standards to provide optimal head protection for officers, minimizing the risk of injury in various operational scenarios.

B. Ensure Compliance with Safety Standards:

Goal: Select a vendor that provides ballistic helmets compliant with relevant safety standards and certifications, aligning with the highest industry benchmarks to guarantee the reliability and effectiveness of the protective gear.

C. Optimize Comfort and Wearability:

Goal: Choose ballistic helmets that are comfortable and ergonomic design, facilitating extended wear without compromising functionality. This aims to enhance officer performance and adherence to safety protocols during prolonged duty hours.

D. Foster Cost-Efficiency and Longevity:

Goal: Identify a cost-effective solution that balances budget considerations with the need for high-quality ballistic helmets. Prioritize vendors that provide

durable, long-lasting equipment, minimizing the frequency of replacements and associated costs.

It is anticipated that this RFP process will result in one award. The RFP will result in a single purchase of ballistic helmets with no ongoing contracts or annual fees.

II. SCOPE OF WORK or SPECIFICATIONS – Refer to Exhibit A

III. RESPONSE TO RFP

Ogden City is seeking proposals from offerors capable of providing the product described in the Scope of Work including in Exhibit A.

- A. Each Proposal must include, as a minimum, the following information:
 1. **Authorized Representative** – Indicate name, address, email and telephone number of the company submitting the proposal.
 - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
 2. **Company Experience** - A description of the firm's experience and capability of fulfilling this contract if awarded.
 - a. Include company history with biographies and/or resumes for principal contacts.
 3. **Team Information** – Provide the names of any outside consultants, subcontractors, and/or companies to be utilized, including contact information and a brief description of their role(s) in the purchase.
 4. **Cost Proposal** - A detailed breakdown of the proposed costs and timeframes to complete the purchase order. Include a price guarantee period.
 5. **References** – Provide list of at least three law enforcement organization references; include purchase dates, scope, summary of purchase, and contact information.

6. **Origination information** - The vendor must ensure strict compliance with all pertinent local, state, and national trade agreements, including but not limited to the US Free Trade Agreement. The ballistic helmets provided must unequivocally originate from countries that fall within the ambit of these established trade agreements.
 - a. The vendor is explicitly prohibited from supplying ballistic helmets that are produced, shipped, or sourced from China in any manner.
 - b. The vendor must furnish comprehensive documentation verifying the origin of the ballistic helmets, thereby affirming adherence to the stipulated trade agreements.
7. **Proposal Length** - Proposals are to be no longer than 20 pages. Double-sided pages count as two pages.
8. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:
 - a. Submitted as loose leaf with binder clip
 - b. Submitted in a regular 3-ring binder
9. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

A. Compliance with US Trade Agreements and Standards	1-5 points
B. Product Compliance and Standards	1-5 points
C. Reputable Company History in the Ballistic Helmet Market	1-5 points
D. Cost-Effectiveness	1-5 points
E. Customer References and Testimonials	1-5 points

A total of 25 points may be awarded per proposal.

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP. Ogden City reserves the right to disqualify a proposal due to any late response, no response or missed deadline.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

VI. SUBMISSION OF PROPOSALS

Thursday, February 29th, 2024, No later than 1 PM; proposers shall submit five (5) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name.

Submit to:

Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office
Ballistic Helmet
2549 Washington Blvd.
Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 2nd Floor Information / Constable Desk at the same address.

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on holidays.

VII. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. **The Contractor shall pay the cost of such insurance.**

A. The amount of insurance shall not be less than:

1. General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

B. Each insurance policy required by this Agreement shall contain the following clauses:

1. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
2. "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

1. "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."

- D. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- E. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- F. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- G. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- I. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.
- J. Under the **“Certificate Holder”** section, list the following information:

Ogden City Corporation
2549 Washington Blvd., Ste 510
Ogden, UT 84401

VIII. GENERAL TERMS AND CONDITIONS (AS APPLICABLE)

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City

assumes no liability for any costs incurred by offerors throughout the entire selection process.

- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Recorders Office at the time of bid

submission. The form can be accessed through the Recorder's webpage at:
[https://progdenut.mycusthelp.com/WEBAPP/rs/\(S\(suopfqrvelrynrwqydhpu0\)\)/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2](https://progdenut.mycusthelp.com/WEBAPP/rs/(S(suopfqrvelrynrwqydhpu0))/support/home.aspx?sSessionID=16221821990UTUCQERTHPDHVQEOIMKDOOMQJPTOE&lp=2)

IX. ADDITIONAL INFORMATION

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services / goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work / service / goods that was performed / provided, the contract price for each service, the City purchase order or contract number, and address of service location or delivery address.
- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following address:

Ogden City Corporation

c/o Delaney Moss, Ogden City Police Department
2186 Lincoln Ave.
Ogden, Utah 84401

Or;

Email invoices to: delaneymoss@ogdencity.com

X. GOVERNING INSTRUCTIONS

This RFP will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

XI. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	Date: 2/1/2024
1 st Ad – Standard Examiner	Date: 2/3/2024
2 nd Ad - Standard Examiner	Date: 2/10/2024
Last day for Q&A	Date: 2/22/2024 No later than 3 PM
RFP Response Deadline	Date: 2/29/2024 No later than 1 PM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

XII. CONTACT INFORMATION

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends at 3 PM on February 22nd 2024.

Please check the City's Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

Thank you for your interest in doing business with Ogden City

EXHIBIT A **SPECIFICATIONS**

1. Description of Item to be Purchased: Ballistic Helmets Meeting Threat Level IIIA Certification Standards

The Ogden City Police Department is seeking proposals for the acquisition of **130 to 150** ballistic helmets that meet Threat Level IIIA certification standards and are fully tested by an accredited NIJ laboratory. The required specifications are as follows:

a. Protection Level:

- I. The ballistic helmets must meet or exceed Threat Level IIIA certification standards, providing reliable protection against a range of ballistic threats. The threat level must have been certified through an accredited NIJ laboratory.

b. Design and Configuration:

- I. The helmets should incorporate a modular suspension system, allowing for fast and easy fit adjustment to accommodate various head sizes and shapes.
- II. Feature a 4-point adjustable chin strap retention system for secure and comfortable wear during extended periods of use.
- III. Adhere to the full-cut army combat helmet geometry for comprehensive coverage and enhanced protection.

c. Size Availability:

- I. Helmets must be available in sizes Small, Medium, Large, and Extra Large to ensure a proper fit for all officers.

d. Helmet Style:

- I. The preferred helmet styles are PASGT (Personnel Armor System for Ground Troops) or MICH (Modular Integrated Communications Helmet).
- II. Helmets should not have a high cut above the ears, maintaining a traditional design for optimum coverage and protection.

III. Rails, brackets, and other attachments are NOT desired.

2. Delivery Timeframe

Upon the issuance of a Purchase Order (PO), the selected vendor is expected to deliver the ballistic helmets within a timeframe of 6 months.

3. Meeting National NIJ Standards and Certification

The ballistic helmets proposed by vendors must meet the rigorous standards set by the National Institute of Justice (NIJ). It is imperative that the ballistic capabilities of the helmets are thoroughly tested and certified by an accredited NIJ laboratory. Compliance with these national standards is paramount, ensuring that the helmets provide the specified level of protection and adhere to the highest industry benchmarks for ballistic performance.

4. Integrity and Ethical Practices

The Ogden City Police Department places a paramount emphasis on integrity, ethics, and adherence to the highest standards of corporate conduct. The selected vendor is expected to conduct all aspects of their work legally, ethically, and morally. This includes, but is not limited to, upholding appropriate corporate practices and compliance with all applicable laws and regulations. Furthermore, the vendor is expressly required to work within the confines of the Free Trade Agreement for all products produced, demonstrating a commitment to responsible and lawful business practices.

5. Competitive Pricing

The Ogden City Police Department seeks proposals from vendors offering competitive pricing that aligns with the specifications outlined in this Scope of Work and RFP. Prospective vendors should provide detailed cost breakdowns, encompassing unit costs, shipping fees, and any applicable taxes. The pricing structure should reflect a balance between cost-effectiveness and the fulfillment of all specified requirements, ensuring the procurement of ballistic helmets that meet the highest standards outlined in this document. The department welcomes proposals that demonstrate a commitment to delivering exceptional value without

compromising on the quality, integrity, and compliance expected from the selected vendor.

6. Warranty and Insurance

OPD places significant emphasis on the warranty and insurance coverage for the ballistic helmets. Vendors must provide a robust warranty that safeguards against defects in material and workmanship, as well as ensures the specified ballistic performance standards. This warranty must be further fortified by adequate insurance coverage to guarantee the fulfillment of warranty obligations. The insurance should be comprehensive, covering potential liabilities associated with the ballistic helmets, and should be explicitly outlined in the vendor's proposal.

7. Product Samples Authorization

Vendors are encouraged to submit samples of their proposed ballistic helmets for evaluation. While not mandatory, this voluntary step enhances the assessment process, allowing the Ogden City Police Department to review product features and specifications in alignment with this Scope of Work. Samples can be sent to:

Ogden City Police Department

c/o Delaney Moss

2186 Lincoln Ave.

Ogden, Utah 84401

8. Successful firms shall

- a. Meet all specifications detailed within this document and scope of work.
- b. Provide cost estimates within the provided RFP.
- c. Participate in pre-purchasing meetings if necessary.
- d. Participate in pre-shipping meetings if necessary.
- e. Participate in post-shipping meetings if necessary.