

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, Fax 706-653-4109
BidLine 706-225-4536
www.columbusga.org

Date: February 18, 2010

REQUEST FOR PROPOSALS: RFP No. 10-0015	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: SOFT BODY ARMOR (ANNUAL CONTRACT)
GENERAL SCOPE	The Columbus Consolidated Government is requesting proposals from qualified vendors to provide soft body armor for Public Safety Officers to include: Police, Marshal and Sheriff Departments of the Columbus Consolidated Government on an "as needed basis". The contract period will be for two (2) year with the option to renew for three (3) additional twelve-month periods.
DUE DATE	<u>Due: MARCH 19, 2010 – 5:00 PM (EST)</u> Sealed proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5 th Floor, Government Center, 100 Tenth Street, Columbus, Georgia.
HOW TO OBTAIN SPECIFICATIONS AND ADDENDA	<u>IMPORTANT INFORMATION</u> Any addenda for this project will be posted on the above listed web page. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
NO PROPOSAL SUBMISSION	If you are not interested in this invitation please email krbertson@columbusga.org or complete the form on the back of this sheet and fax to 706 653-4109.

Andrea J. McCorvey

Andrea J. McCorvey, CPPB
Purchasing Division Manager

STATEMENT OF "NO PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email: kr Robertson@columbusga.org or return this form, via fax or mail, to:

Fax number (706) 653-4109 **Attn: Kevin R. Robertson, Buyer**

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for RFP NO. 10-0015 for **Soft Body Armor** (Annual Contract) for the following reason(s):

- ☐ Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your vendor list for this commodity or service.
- ☐ Other (specify below)

Comments _____

We understand that if this statement is not completed and returned, our company may be deleted from the Columbus Consolidated Government's bidder list for this commodity or service.

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND MUST BE ADDRESSED TO THE PURCHASING DIVISION.

All questions or clarifications concerning this solicitation shall be submitted in writing. The City will not orally or telephonically address any question or clarification regarding specifications or procedures. If a vendor visits or calls the Purchasing Division with such questions, he or she will be instructed to submit the questions in writing.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. Vendors shall not contact department heads or using agencies with questions about solicitations. You must submit the written question to the Purchasing Division. If it is necessary that a technical question needs addressing, the Purchasing Division will forward such to the using agency, which will submit a written response.

The Purchasing Division will forward written responses to the respective vendor or if it becomes necessary to revise any part of this solicitation, a written addendum will be issued to all vendors.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY'S EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE VENDORS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING MANAGER.

Any request by vendors after a solicitation has been opened and pending award must also be submitted in writing to the Purchasing Division.

Email krobertson@columbusga.org or use the attached "Question/Clarification" Fax Form (On the reverse of this sheet) to submit questions.

QUESTION/CLARIFICATION FAX FORM

DATE: _____

TO: Kevin R. Robertson, Buyer
Email krobertson@columbusga.org or
Fax (706) 653-4109

RE: RFP No. 10-0015 – SOFT BODY ARMOR (ANNUAL CONTRACT)

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I have the following concerns/questions about the specifications:

From:

Company Name Website

Representative Email Address

Complete Address City State Zip Code

Telephone Number Fax Number

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

SOFT BODY ARMOR (ANNUAL CONTRACT)

Columbus Consolidated Government is requesting proposals from qualified vendors to provide soft body armor for Public Safety Officers to include: Police, Marshal and Sheriff Departments of the Columbus Consolidated Government on an "as needed basis".

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: March 19, 2010, NO LATER THAN 5:00 PM (Eastern Time). *Submit one original and six identical hard copy of the proposal. For proper identification the proponent's complete name and address should appear on the exterior of the proposal package.*

To achieve uniform review process and maximum degree of comparability, proposals should be spiral bound on the left hand side or in a ring binder and organized in tabbed sections. For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package. The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government
Purchasing Division

RE: RFP NO. 10-0015 – SOFT BODY ARMOR (ANNUAL CONTRACT)

Mail: P.O. Box 1340
Columbus, Georgia 31902-1340

Deliver: 100 10th Street
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. **The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is

entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The offeror shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. **If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.**

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and be addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package.

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

L. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

M. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

N. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

O. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

P. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

Q. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

R. TERMINATION OF CONTRACT:

- 1. Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuses for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is

caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

S. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

T. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

U. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

V. GOVERNING LAW

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business, which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

REQUEST FOR PROPOSAL FOR SOFT BODY ARMOR (ANNUAL CONTRACT)

1.0 SCOPE:

These specifications cover the purchase of soft body armor for sworn Public Safety Personnel of the Columbus Consolidated Government. This includes the Columbus Police Department, Muscogee County Sheriffs' Office, and the Muscogee County Marshal's Office. The quantity of items to be purchased is characterized as on an "as needed" basis. The Columbus Consolidated Government may purchase more, all, some, or none of the items listed. The personal body armor shall be lightweight, concealable under the normal duty clothing including uniforms or other professional civilian business clothing. The body armor shall comply with the National Institute of Justice Standard 0101.06 for Threat Level II and must comply in both male and female models for all sizes. The Contractor must be able to supply the individual vests with any applicable options and in the colors chosen by each public safety department. Bidders must include full product descriptions, drawings and/or photographs, along with all technical specifications. The City reserves the right to add other Departments to the contract as needed.

2.0 CONTRACT TERM:

The initial term of the contract will be for two (2) years with the option to renew for three (3) additional twelve-month periods. The City will initiate contract renewal. The renewal will be contingent upon the mutual agreement of the City and the contractor.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Officer, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and the Council of the Consolidated Government of Columbus, Georgia has granted program approvals. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

3.0 PRICE ADJUSTMENT CLAUSE:

The contracted unit price shall remain firm for the initial two (2) years of the contract term. After initial two-year period of the contract, The Columbus Consolidated Government will consider price adjustments based on the U. S. Department of Labor Consumer Price Index and All Urban Consumers (CPI-U) and shall not exceed five percent (5%) annually.

The Contractor shall submit a request for a price adjustment in writing to the Purchasing Division Manager not later than sixty (60) days prior to the expiration date for the upcoming contract period. If agreeable to both parties, and the contracted unit price changes, the increase will become effective on

the first day of the upcoming renewed contract period and shall be binding upon the Contractor for the subsequent year. If for any reason the Contractor proposes an increase beyond five percent (5%) and also exceeds the Consumer Price Index (CPI) the Purchasing Manager will evaluate the proposed increase on a case-by-case basis. The Columbus Consolidated Government and the Contractor will have the option to decline any price increases. If either party declines to approve any proposed price increases, the contract will be canceled at the end of the current contract period.

4.0 ORDERING/INVOICE/DELIVERY:

After contract award, orders will be placed on an “as needed” basis by purchase order. Delivery will be expected not later than thirty (30) days after receipt of the purchase order. Purchase orders will be processed, mailed and/or faxed to the awarded contractor. It will be the responsibility of the Contractor to deliver orders to the address specified on the purchase order.

Failure by the Contractor to deliver orders within a timely period, in accordance with contract terms and conditions, may cause termination of the contract. Under such conditions the Columbus Consolidated Government reserves the right to purchase from other sources. Invoices shall reference the purchase order number and be forwarded to the Columbus Consolidated Government, Accounting Division, Post Office Box 1340, Columbus, Georgia 31902-1340.

ALL FREIGHT/SHIPPING/DELIVERY CHARGES MUST BE INCLUDED IN THE CONTRACTED UNIT COST. NO ADDITIONAL CHARGES WILL BE AUTHORIZED FOR PAYMENT.

5.0 ADDENDA AND EXPLANATIONS:

The vendor shall include acknowledgment of receipt of addenda (**if any**) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). **It is the bidder’s responsibility to ensure that they have received all addenda. It is also the vendor’s responsibility to check the City’s website www.columbusga.org/finance/proposals.htm for copies of addenda if bid document is downloaded from the City’s Website.**

Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each vendor. Every request for such explanation shall be in writing and addressed to the **Purchasing Manager**. Any verbal statements regarding same by any person shall be unofficial and not binding on any party.

6.0. INDEMNITY CLAUSE:

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the “City”) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

7.0. INSURANCE:

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract.

Insurance requirements are listed on the attached **Insurance Checklist (Attachment A)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will be included

9.0. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Attachment B must be completed and returned with proposal.

10.0. PROPOSAL SUBMISSION REQUIREMENTS:

The complete proposal shall contain the following information and shall be submitted in the order shown below, bound and indexed:

An offeror who submits a proposal which does not address each of the sections specified below will be deemed non-responsive, and the proposal submission will be deemed incomplete.

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name and e-mail address of contact person(s) during this proposal process. All proposals submitted shall remain the property of the City and will be retained or disposed of the properly by the City. The letter must be signed by an authorized agent of the firm.

Section 2: Addenda Acknowledgement

Provide acknowledgement of receipt of all addenda for this RFP (if any). **It is the vendor's responsibility to check for copies of addenda on the City's website. (www.columbusga.org/finance/proposals.htm)**

Section 3: Qualifications/Experience

This section shall include the offeror's responses to the following:

- a) Provide qualifications/experience for meeting the requirement of this RFP.
- b) Demonstrate knowledge of understanding requirements of this solicitation.
- c) Provide the names of the personnel who will be assigned to provide the services.

Section 4: Business Requirements

- (a) Provide proof of insurance (**Attachment A**)
- (b) Complete GSICA Form (**Attachment B**)
- (c) Form W-9 (**Attachment C**)
- (d) Provide copy of your current Business (Occupation) License

Section 5: Client Work History

Provide a minimum of at least five (5) existing clients for whom the offeror is currently providing the same body armor. Include entity name, contact name, address, phone number, fax number, email address, date contract began and length of contract.

Section 6: Service Plan

Provide detailed information of the process for executing the services required under this contract. The plan must include the following:

- a.) Address once per month service agreement per requesting departments.
- b.) Address how vendor will handle customer service issues.

Section 7 Equipment Specifications

Offeror shall include literature that fully describes the capability of proposed item.

Section 8. Warranty

Offeror shall provide a copy of the warranty information for proposed item.

Section 9. Cost Proposal

Provide unit pricing for all costs associated with providing soft body armor.
See RFP Pricing Page (**Attachment D**)

Section 10. Contract Signature Page

Complete **Attachment E**. City officials will sign the awarded vendor's copy after City Council has approved the contract award.

11.0. RFP Evaluation:

Each submittal will be evaluated to determine the ability of each respondent to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria		Weight
A.	Wear Test Results	35%
B.	Service Plan	30%
C.	Client Work History	20%
D.	Qualifications/Experiences	10%
E.	*Cost Proposal	5%

***Cost is negotiable**

Each of the above criteria (A - E) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

Rating	
1 – 10	Very Poor
11 – 20	Poor
21 – 30	Fair
31 – 40	Below Average

41 – 50	Average
51 – 60	Above Average
61 – 70	Good
71 – 80	Very Good
81 – 90	Excellent
91 – 100	Superior

After the review and rating of proposal (s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

RFP NO. 10-0015
DETAILED TECHNICAL SPECIFICATIONS FOR
SOFT BODY ARMOR
N.I.J. 0101.06 STANDARD
THREAT LEVEL II COMPLIANT

I. SILENCE OF SPECIFICATIONS:

In the absence of any detail or specification that may have been omitted, commercially accepted practices shall apply. Any omission of any detail or specification with this Request for Proposals (RFP) that affects or may affect the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing by the Contractor and submitted along with the bid.

II. PURCHASE REQUIREMENTS:

The successful vendor (Contractor) must be a nationally recognized and licensed Manufacturer, Wholesaler or Retailer of Soft Body Armor for Law Enforcement Officers. The Contractor must agree to send a representative to each requesting department at least once monthly and that representative must be experienced in measuring law enforcement personnel for soft body armor. The dates of such measuring sessions will be set by mutual agreement of the Contractor and the Department requesting service. These dates may be separate for each Department based upon their needs. Any Manufacturer submitting a bid directly must include a proposal that specifies how they will address the once per month service requirement. This proposal must also include how they will handle customer service issues in the absence of a local distribution network such as, refits and warranty issues. Direct bids from Manufacturers that do not contain a service proposal will be rejected.

A list of representatives who will perform this service must be included with this bid and shall include at a minimum:

1. Name
2. Title
3. Description of their association with the Contractor
4. Complete contact information including Address, Telephone Numbers, and Email Address.

If at any time during the contract period this list of representatives changes, the contractor will immediately notify the Columbus Consolidated Government and each Department of the changes.

Each bidder (Contractor) must furnish a list of their five (5) largest purchasers of soft body armor for the prior three (3) years. This list must include the Department's name, address, telephone number, contact person, and email or fax address for each reference. The bidder must also specify whether or not the soft body armor being bid under this RFB is the same body armor purchased by each reference. The Columbus Consolidated Government understands that the N.I.J. 0101.06 Threat Level Standards for Soft Body Armor were published recently and many armor models may not have been manufactured for the past three years.

III. THE WEAR TEST CRITERIA:

The soft body armor will be tested for lightweight, suppleness, maximum mobility without bunching or riding up of the vest, and overall comfort to the wearer.

IV. SPECIFIC PURCHASE QUANTITY:

The Columbus Consolidated Government has the right to determine the quantity of items purchased at any one time during the contract period as specified on the procurement document. On any given order the total quantity purchased may include both male and female specific body armor products. The Columbus Consolidated Government retains the right to adjust total quantities, while maintaining the accepted bid price, without notification to the contractor.

VI. SOFT BODY ARMOR DESIGN REQUIREMENTS:

The soft body armor shall provide protection to the front torso, back torso, and side areas of the torso. The design and configuration shall generally be of two ballistic panels, front and rear, in a fitted carrier with wrap around attachments. It shall be a scooped-neck, slipover style, and the ballistic panels shall be removable from the fitted concealable carrier. The carrier shall be in the appropriate color as designated by the specific law enforcement department. The body armor shall also be designed to provide:

- A light, thin and flexible body armor that meets the current N.I.J. 0101.06 Standard for Threat Level II.
- A high degree of comfort and concealment.
- A minimum of restriction of bodily motion or mobility.
- A pocket on the front of the front panel carrier for a soft or rigid trauma or impact plate.
- Comfortable devices, straps or other methods for securing the body armor to the wearer at the top and sides of the armor.
- A navy blue color for the Police Department and Marshal's Office, and a tan color for the Sheriff's Office.

VII. REQUESTED BODY ARMOR CONFIGURATIONS:

The Columbus Consolidated Government is requesting that this soft body armor be available and priced in the following configurations:

Uniformed Officer

- One set of front and rear ballistic panels
- Two concealable carriers
- One soft trauma reduction insert

Plain Clothes Officer

- One set of front and rear ballistic panels
- One concealable carrier
- One external carrier of a tactical-style design
- One soft trauma reduction insert

Additionally, the following items shall be available priced separately from the above configurations:

- Concealable Carrier
- External Tactical-Style Carrier

- A Rigid or Semi-flexible Trauma Plate for extended threat coverage

VIII. GENERAL DESIGN CHARACTERISTICS:

The soft body armor shall be designed for regular daily wear concealed under the normal duty uniform or civilian clothing worn by law enforcement officers. It shall be light and thin as well as flexible so as to provide the highest degree of comfort with a minimum amount of restriction of mobility. The ballistic panels shall be easily removable from the carriers so as to provide convenient access for cleaning and periodic inspection. The body armor shall provide the greatest amount of ballistic coverage consistent with maximum comfort and concealment. It shall also provide side coverage for the wearer's torso area. This side coverage shall extend from both the front and rear panels in a way that maximizes comfort and minimizes bunching of the ballistic panels. The sides shall close with the front panel overlapping the rear panel.

Any proposed body armor shall meet NIJ Standard 0101.06 for Threat Level II. A copy of NLECTC acceptance under this NIJ standard for each proposed model shall be submitted with each proposal.

Body armor that is designed so that side coverage extends only from the front or only from the rear panels will not be considered. The Body armor shall be designed and fitted in a way that minimizes bunching at the waist or pushing up of the ballistic panels into the wearer's throat while seated.

IX. PROHIBITED BALLISTIC MATERIALS:

Any ballistic panel that contains any "ZYLON" anywhere in its construction will be rejected. All materials used in the construction of this body armor shall be new, unused and without any flaws that affect appearance, durability, and function. Additionally no metal parts or devices may be used on any portion of the soft body armor.

X. LABELING:

The ballistic panels for each piece of body armor shall be labeled as specified by NIJ 0101.06 Section 4.1.5.1 and 4.15.1.1 with the exception of 4.1.5.1(i) and at a minimum shall include:

- Name of Manufacturer
- Certification of Compliance with NIJ 0101.06 Standard for Threat Level II
- Date of Manufacture
- Size
- Serial Number
- Model of Vest
- Care Instructions
- Lot Number
- Identification of the proper orientation of the panel
- An area to record Officers Name and Date of Issue

XI. GENDER CONSIDERATIONS:

Soft Body Armor submitted for this proposal shall be available in both male and female models. Female Body Armor shall conform to the female anatomy and shall be custom fitted to provide the most

comfortable wear and also to provide the maximum amount of ballistic protection that is consistent with that standard. If different models of Body Armor are proposed for males and females then both must comply with all of the specifications in this RFP. Unisex or Gender-Neutral Body Armor Models shall not be proposed as fulfilling the requirement to have a Female Body Armor Model.

XII. BALLISTIC PANEL SIZE CONSIDERATIONS:

Body armor ballistic panels proposed under this RFP shall be available in size ranges from C1 through C5 in both male and female models.

XIII. BALLISTIC PANEL CARRIER:

Each unit of body armor shall be supplied with two carriers. The concealable undergarment carrier on the body side shall be constructed of a soft, comfortable and durable fabric that is capable of pulling away moisture from the body to reduce or dissipate bodily perspiration. The strike-face side of the carrier shall be constructed of a durable material that is pre-shrunk, colorfast, absorbent, porous and suitable for frequent home washing. The carrier shall be designed such that the ballistic panels are contained in such a manner as to prevent shifting or bunching inside the carrier itself. A method of attaching the ballistic panels into the interior of the carrier such as with those of a hook and loop design is a desirable feature. The concealable carrier shall be adjustable at the shoulder and sides by means of hook and loop-style fastening devices so as to provide a means of adjustment and to increase mobility. Ballistic panels must be easily removable from the carrier. The carrier shall be designed with a “shirt tail” feature that can be tucked in the trousers to help prevent the armor from riding up on the body of the wearer. The carrier shall have a pocket or pouch on the front, located over the sternum area of the chest that will accept a soft trauma insert or an appropriately sized semi-rigid “extended threat” plate.

External carriers designed to be worn over the outer clothing (commonly referred to as Tactical External Carriers) as specified in this RFP under Section VII. REQUESTED BODY ARMOR CONFIGURATIONS, for Plain Clothes Officer, shall be capable of easily accepting the ballistic panels from the concealable carrier and be designed so that they close on one or both of the sides of the torso. It shall be constructed of a colorfast and rugged material that will stand up to harsh tactical situations. It shall be available in Navy Blue, Tan and Black. Additionally, each exterior tactical-style carrier shall be supplied with front and rear hook and loop removeable panels with the appropriate personnel designator for each department, “POLICE”, “SHERIFF”, and “MARSHAL” or “DEPUTY.”

XIV. BALLISTIC PANEL SERIAL NUMBERS:

The ballistic panels in each unit of body armor shall have serial numbers attached to them and these serial numbers shall enable the manufacturer to trace the unit of body armor back to its original ballistic material lot number and mill roll number. Vendors shall submit documentation demonstrating their ability to perform this tracing requirement.

XV. MEASUREMENT, FITTING AND ADJUSTMENTS:

Individuals shall be custom measured for each set of armor at locations chosen by the department that is purchasing the armor. This shall be done once per month for each department at a location within the City of Columbus, Georgia, that both parties agree upon. Each delivered vest shall be fitted to the individual using the manufacturer’s guidelines. Female individuals shall be custom fitted to allow best fit for the contours of the female body. The manufacturer shall perform all required alterations of more than one inch within thirty (30) days after the ordering department has received the armor. This shall be done free of charge.

XVI. WARRANTY:

The manufacturer shall certify that all ballistic panels are warranted for a minimum of five (5) years and that all carriers are warranted for a minimum of twelve (12) months after the date of delivery to the purchasing department. The vendor or manufacturer shall repair or replace any body armor that becomes unserviceable due to manufacturing defects during the warranty period.

XVII. PACKAGING OF ARMOR FOR SHIPMENT:

All body armor shall be shipped using recognized reliable shipping companies consistent with good commercial practices. Each shipment shall be capable of being tracked by the purchasing department. Each unit of armor, including any optional accessories, ordered by a department shall be packaged and sealed into a rigid shipping container that identifies the individual it was purchased for and the model and size of the armor. These individual shipping containers may be packaged into a larger container to facilitate shipping of multiple units of armor. Under no circumstances shall armor for different departments be combined in one shipping container and shipped to one location. Armor must be shipped directly to the purchasing department.

XVIII. CONTRACTUAL REQUIREMENTS:

Representatives of the Columbus Consolidated Government Purchasing Division or any Department specified in this RFP shall have the right to make unannounced visits to the Manufacturers place of business for the purpose of inspecting the armor production facility and process.

XIX. FULL DISCLOSURE:

If the manufacturer does not produce the armor or any portion thereof proposed and submitted in response to this RFP entirely at its principal place of business, then the manufacturer shall disclose the name(s), address(es), and telephone number for each subcontractor and describe, in written form, what portion(s) each of these subcontractors manufacture or supply. The manufacturer submitting a proposal in response to this RFP shall disclose, in written form, their involvement with the management of said individual or company as it relates to quality control. Further, the manufacturer shall submit a legal agreement that describes which of the parties shall be responsible or liable for financial or legal claims against the manufacturer, as well as, administration of warranty claims or alterations.

XX. PRE-AWARD TESTING:

Proposals that appear to conform to specifications contained in this RFP shall be considered as prospective vendors. Prospective vendors shall be asked to provide one male body armor unit and one female body armor unit to each of the three Law Enforcement Departments within the Columbus Consolidated Government for the purpose of wear-testing to determine suitability of the armor and compliance with specifications. After being notified prospective vendors shall send a representative, within ten (10) business days, to each department to custom fit the male and female officers who will wear-test the armor. The prospective vendor and the department shall agree upon the date, time and location of this custom fitting session. Wear-testing and evaluation will allow the Columbus Consolidated Government to determine which body armor will best conform to the specifications and provide the best combination of protection and comfortable wear for our officers.

ATTACHMENT A **SOFT BODY ARMOR** **(ANNUAL CONTRACT)**

SOLICITATION ID: RFP 10-0015

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE

AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability:		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability:		
X	9. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
X	10. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	11. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	12. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	13. Professional Liability	\$1 Million per occurrence/claim	
	14. Architects and Engineers	\$1 Million per occurrence/claim	

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	15. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	16. Medical Malpractice	\$1 Million per occurrence/claim	
	17. Medical Professional Liability	\$1 Million per occurrence/claim	
	18. Dishonesty Bond		
	19. Builder's Risk	Provide Coverage in the full amount of contract	
	20. XCU (Explosive, Collapse, Underground) Coverage		
	21. USL&H (Long Shore Harbor Worker's Compensation Act)		
	22. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	23. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	25. The City shall be named Additional Insured on all policies		
X	26. Certificate of Insurance shall show Bid Number and Bid Title		
	27. Pollution:	\$2 Million per occurrence/claim	

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the Bidders Limits/Response column of the insurance checklist.

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages provided or not provided through this agency. The bidder can comply with the insurance requirements stated above.

AGENCY NAME: _____

AGENTS NAME: _____ SIGNATURE of AGENT: _____

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____ AUTHORIZED. SIGNATURE: _____

Please identify the source of the notification you received about this RFP:	
◇ City of Columbus postcard:_____	◇ Georgia Procurement Registry:_____
◇ Both City of Columbus postcard & Georgia Procurement Registry:_____	
◇ Other:_____	

ATTACHMENT B

VENDOR INFORMATION REGARDING

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT"

OF 2006

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Accordingly, the following attachments relate to documentation you must provide the City regarding the number of employees you have.

The requirements of the new law shall apply to public employers, their contractors and subcontractors, as follows:

- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of **500 or more employees;**
- (b) On or after July 1, 2008, to public employers, contractors, or subcontractors of **100 or more employees; and**
- (c) On or after July 1, 2009, to **all other** public employers, their contractors, or subcontractors.

On the next page you will be required to verify the number of employees in your company. **As of July 1, 2009, all contractors must also complete the attached "CONTRACTOR AFFIDAVIT AND AGREEMENT"**. Additionally, if you utilize subcontractors, they must complete the SUBCONTRACTOR AFFIDAVIT.

Vendors may view complete verbiage for the new law on the Purchasing Web Page: www.columbusga.org/Finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act_of_2006.pdf

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

Effective for contracts commencing after July 1, 2007

REQUIRED CONTRACT CLAUSES

Compliance with the requirements of O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02 are conditions of this Contract.

Contractor affirms by checking the box below, the employee-number category applicable to the Contractor as required by O.C.G.A. §13-10-91:

☐ "500 or more employees"

☐ "100 or more employees"

☐ "fewer than 100 employees,"

In the event the Contractor employs or contracts with any Subcontracted(s) in connection with the covered contract, the Contractor will secure from the Subcontractor(s) such Subcontractor(s)' indication of the employee-number category applicable to the Subcontractor.

The term "Subcontractor" includes a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier.

In accordance with the provisions of O.C.G.A. §13-10-91, the Contractor agrees that, in the event the Contractor employs or contracts with any Subcontractor(s) in connection with the covered contract, the Contractor shall secure from such subcontractor(s) attestation of the Subcontractor's compliance with O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the Subcontractor's execution of the Subcontractor Affidavit in the form provided by Columbus, Georgia. The Contractor shall maintain records of such attestation for inspection by Columbus, Georgia at any time. Such Subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

The Contractor's compliance with the requirements of §O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by the execution of the Contractor Affidavit as provided by Columbus, Georgia and such affidavit must be attached to, and become a part of, the covered Contract.

The Contractor agrees that all portions of contracts pertaining to compliance with O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

Business Name: _____

Signature of Authorized Agent: _____

Print Name of Authorized Agent and Title: _____

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006 CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with **Columbus Consolidated Government, Columbus, Georgia**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Columbus Consolidated Government, Columbus, Georgia**, at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
Name)

Date

(Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 2010

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91.

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with:

(Name of Contractor)

on behalf of **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 2010

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A.

ATTACHMENT C

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.				
Print or type see specific instructions on page 2	Name (as shown on your income tax return)					
	Business name, if different from above					
	Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶					
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)				
	City, state, and ZIP code					
	List account number(s) here (optional)					
Part I Taxpayer Identification Number (TIN)						
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.						
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%; text-align: center;">Social security number</td></tr><tr><td style="text-align: center;">OR</td></tr><tr><td style="text-align: center;">Employer identification number</td></tr></table>			Social security number	OR	Employer identification number	
Social security number						
OR						
Employer identification number						
Part II Certification						
Under penalties of perjury, I certify that:						
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and - I am a U.S. citizen or other U.S. person (defined below).						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.						
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Sign Here</td><td style="width: 40%;">Date ▶</td></tr><tr><td>Signature of U.S. person ▶</td><td></td></tr></table>			Sign Here	Date ▶	Signature of U.S. person ▶	
Sign Here	Date ▶					
Signature of U.S. person ▶						
General Instructions						
Section references are to the Internal Revenue Code unless otherwise noted.						
Purpose of Form						
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.						
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:						
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.						
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.						
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:						
• An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).						
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.						
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:						
• The U.S. owner of a disregarded entity and not the entity,						

ATTACHMENT D

RFP PRICING PAGE SOFT BODY ARMOR

RFP NO. 10-0015 (Annual Contract)

DESCRIPTION	UNIT COST
UNIFORMED OFFICER CONFIGURATION	
ONE SET OF FRONT & REAR BALLISTIC PANELS	\$
TWO CONCEALABLE CARRIERS	\$
ONE SOFT TRAUMA REDUCTION INSERT	\$
TOTAL UNIFORMED OFFICER CONFIGURATION	\$
PLAIN CLOTHES OFFICER CONFIGURATION	
ONE SET OF FRONT & REAR BALLISTIC PANELS	\$
ONE CONCEALABLE CARRIERS	\$
ONE EXTERNAL CARRIER OF A TACTICAL-STYLE DESIGN	\$
ONE SOFT TRAUMA REDUCTION INSERT	\$
TOTAL PLAIN CLOTHES OFFICER CONFIGURATION	\$
ADDITIONAL EQUIPMENT	
CONCEALABLE CARRIER	\$
EXTERNAL TACTICAL-STYLE CARRIER	\$
A RIGID OR SEMI-FLEXIBLE TRAUMA PLATE	\$

Company Name: _____

Authorized Signature: _____

Print Name

Title of Authorized Signatory

****COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL****

ATTACHMENT E
CONTRACT SIGNATURE PAGE
SOFT BODY ARMOR
(ANNUAL CONTRACT)

ATTEST:
(SEAL)

By: _____

(Type or Print name and Title of Signatory)

Witness as to the Contractor

Company: _____

Address: _____

Witness as to the Contractor

Telephone: _____

Fax Number: _____

E-mail Address: _____

COLUMBUS CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA

Accepted this _____ day of _____, 2010

Isaiah Hugley, City Manager

Tiny Washington, Clerk of Council

APPROVED AS TO LEGAL FORM

Clifton Fay, City Attorney

COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL