

## REQUEST FOR PROPOSALS

RFP No: 4000005704

RFP Title: Law Enforcement Apparel, Equipment and Fitting Services on a

**Requirement Basis** 

Issue Date: December 01, 2017 Proposals Due: January 12, 2018

Not Later Than 4:00 PM

LATE PROPOSALS SHALL NOT BE CONSIDERED

In the event of County closures due to inclement weather, emergency, or any published event, solicitation closings will

automatically be moved to the next business day.

Refer Questions to:

Lawrence Russell Phone: (503) 988-7548

Email:

Lawrence.e.russell@multco.us

Pre-Proposal Conference:

**Submit Proposals to:** 

Multnomah County Purchasing 501 SE Hawthorne Blvd, Suite 125

Portland, OR 97214

There will not be a pre-proposal conference for this

Solicitation.

This RFP is issued under the provisions of the Oregon Revised Statutes Chapters 279A, 279B, and Multnomah County PCRB public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Electronic copies of this RFP and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: https://multco.us/purchasing.

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#### PART 1 - PROCEDURAL INFORMATION

#### 1.0 RFP ORGANIZATION

This RFP is organized into five parts:

- Part 1, Procedural Information: Provides an overview of the procurement process and conditions.
- Part 2, Service Description, Funding, and Contracting Information: Provides a general description of the services to be performed; delineates responsibilities; defines deliverables (as applicable), funding and contracting terms.
- **Part 3, Proposal Evaluation, Questions and Instructions**: Describes questions to be answered and how proposals will be evaluated by the County.
- **Part 4, Proposal Submission Instructions**: Describes the required format, instructions for submitting proposals, and minimum requirements.
- **Part 5, Attachments and Electronic References**: Provides additional information and forms necessary to complete the proposal submission.

### 1.1 PROCUREMENT TIMETABLE

Activity	Section	Scheduled Date/Time
Date Issued	Cover page	December 01, 2017
Pre-proposal conference	1.2	N/A
Questions or protests of	1.3.1	January 02, 2018
specifications due to Purchasing in		
writing		
Purchasing response to written	1.3.1	January 05, 2018
questions		
Samples submittal deadline		December 15, 2017
Samples reviewed and approved		Week of January 01, 2018
Proposal submittal deadline	Cover page	January 12, 2018
Proposal evaluation period		Week of January 22, 2018
Provider selection		Week of January 29, 2018
Contract start date		February 09, 2018

Multnomah County reserves the right to deviate from this schedule.

#### 1.2 PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this solicitation.

#### 1.3 PROTESTS

### 1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFP must submit specific questions in writing to the County Procurement Analyst listed on the cover page of this RFP. Any Proposer protesting any provision in this RFP must submit protest(s) in writing to the County's assigned Procurement Analyst listed on the cover page of this RFP. Any protest must address the requirement, provision or feature of this RFP or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. The purpose of this deadline is to allow the County time to correct any term or condition in this RFP and/or contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the County intends to avoid or minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed in acceptance of the terms of this RFP and contract, and serve as a waiver of Proposer's rights to later contend that either the RFP or contract is ambiguous, unclear, unfair, contrary to law or likely to limit competition.

The deadline for submitting questions or protests is 4:00 P.M. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the notification of solicitation from Purchasing, registered on the Purchasing website for this solicitation, or who signed-in at the pre-proposal conference (if held). Available addenda may also be downloaded from the Purchasing website https://multco.us/purchasing. All such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or oral information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County.

#### Addenda:

The County Purchasing Manager shall issue any addendum no later than five (5) calendar days prior to the closing date. After closing date, any claims or misunderstanding in regard to the nature, quality or description of the service(s) or item(s) to be supplied by this RFP will be considered waived.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or to those Proposers determined to be in the Competitive Range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the County.

### 1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

1. All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:
PROTEST OF AWARD OR DISQUALIFICATION TO RFP NO. 4000005704
ATTN: Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd Suite 125, Portland OR 97214

 Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. Disagreement with the judgment of evaluators may not be protested.

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

#### 1.4 REALISTIC PROPOSALS

It is the expectation of the County that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

#### 1.5 CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

#### 1.6 REJECTION OF PROPOSALS

Multnomah County reserves all rights regarding this solicitation, including but not limited to the right to:

- 1. Cancel this solicitation at any time and not award a contract;
- 2. Award a contract in part;
- 3. Reject any and all proposals in whole or in part; and
- 4. Waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the County will be served.

#### 1.7 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

#### 1.8 CONFIDENTIALITY

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word "CONFIDENTIAL."

If a Proposer marks every page of a proposal as "CONFIDENTIAL", the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence, and upon request, the entire

proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

#### 1.9 REFERENCES

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or any other criteria as determined by Multnomah County.

#### 1.10 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of Multnomah County Purchasing and Communications Office.

#### 1.11 CANCELLATION

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

#### 1.12 DISPUTES

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Multnomah County shall be final and binding upon all parties.

#### 1.13 COLLUSION

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

#### 1.14 CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all contractors shall disclose any actual or potential COI. The County Attorney will determine a proposer's eligibility for award based on the

information provided in the disclosure statement.

#### 1.15 LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

#### 1.16 SUSTAINABLE PURCHASING

In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, and use of alternative transportation methods among other sustainable best practices.

The County recognizes that suppliers can take multiple paths, ranging from simple to complex, to help support these goals. The list below is meant to guide Proposers as they describe their sustainable practices within their RFP responses.

- 1. Comprehensive energy conservation measures;
- 2. Renewable energy use;
- 3. Water conservation measures:
- Waste management and reduction plans;
- 5. Alternative fuels and transportation plans:
- 6. Sustainable purchasing;
- 7. Supplier diversity;
- 8. Fair trade and labor policies; and
- 9. Community engagement and support for underserved populations.

### 1.17 EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$75,000 which originate from this RFP are subject to the County's Equal Employment Opportunity (EEO) requirements, as outlined in PCRB 60-0040 and the sample Multnomah County contract attached to this RFP.

#### 1.18 INVOICES

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

- 1. Contractor's name and address and a phone number for questions about the invoice;
- 2. Contractor's invoice number;
- 3. Invoice date:
- 4. Multnomah County contract number; and,
- 5. Any additional information required in Exhibit 1 of the finalized contract.

#### 1.19 PAYMENT

It is the County's Policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will accept electronic payment from the County and comply with County's procedure for electronic payment.

County shall pay the invoice within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized contract.

### 1.20 FUNDING REQUIREMENTS (see also Section 4.8)

**Pre-Award Risk Assessment**: Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

#### 1.21 METHOD OF SUBMISSION

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected. See Section 4.2 for specific instructions.

#### 1.22 WHOLLY SECULAR CERTIFICATION

Proposers must certify they will perform the services solicited in this RFP in a wholly secular manner. Complete and sign the **Proposer Response Cover Page (attachment 3)** certifying that, if selected, Proposer will perform the services solicited in this RFP in a wholly secular manner.

#### PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

#### 2.0 PURPOSE AND OVERVIEW

The Multnomah County Department of Sheriff's Office (MCSO), Law Enforcement and Corrections Divisions are seeking Proposers from whom it may purchase uniforms, duty gear and ballistic vests. Services are intended to assist command personnel, deputies and facility security officers in being fitted for service and training purposes.

#### 2.1 INTRODUCTION AND PROGRAM HISTORY

MCSO has an ongoing need to provide uniform apparel and duty gear to its 500+ sworn personnel. MCSO personnel have been wearing the traditional Class A (two-tone green) uniform since 1960. The Class A uniform that is issued to all deputies is to be worn during dress occasions which include funerals and memorial events. In 2009, MCSO started buying the 511 Tactical line BDU's; these Class B uniforms are the olive drab BDU shirt and BDU pant issued to all personnel as the regular duty uniform. In addition, flexible body armor vests are issued to any uniformed Corrections personnel trained for and performing work in an uncontrolled environment or assignment.

#### 2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

Proposer must be able to provide timely service to MCSO personnel who are in need of sizing and fitting of approved standard issue uniforms and duty gear. The Proposer must be knowledgeable regarding the products that are specified and be able to assist new employees with obtaining the right gear—the first time. As such, it is imperative that the Proposer be able to maintain sufficient stock of basic duty gear and Class B (511 BDU apparel) in order to readily outfit a new hire at any time; providing a new hire Deputy or FSO with a full uniform is critical to MCSO's ability to commence field training.

In consideration of MCSO's Class A uniforms, should a Proposer other than the current service provider, be awarded a contract from this solicitation, the awarded Proposer will need to purchase the remaining stock of Class A uniforms from the current provider. The County will expect the awarded Proposer and current provider to negotiate the cost directly; however if either party is unable to come to an agreement, the higher price shall apply (the current providers last invoiced costs or the Proposer's proposed replacement cost as documented in their proposal response). **Attachment 7** outlines the existing inventory levels and cost factors in preparing proposal responses.

At the expiration of the contract term, or if the resulting contract is cancelled by the County, the County will either 1) buy the existing inventory maintained exclusively on the Counties behalf, or 2) require that a subsequent awarded Proposer purchase the existing inventory maintained exclusively on the Counties behalf. If the resulting contract is terminated by the awarded Proposer or through mutual agreement of both parties, the buyout provision shall not apply. The County, at its discretion, may request the awarded Proposer to reduce or eliminate the existing inventory levels, along with a respective change in delivery requirements.

#### 2.3 TARGET POPULATION SERVED

MCSO personnel requiring these services include command staff, deputies, and facility security officers. Currently, MCSO has 97 sworn law enforcement staff, 421 sworn corrections staff and 47 facility security officers.

### 2.4 GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Not applicable to the solicitation.

#### 2.5 FUNDING

MSCO has budgeted approximately \$150,000 annually using local funding for law enforcement apparel and equipment. Funding of the work described in this RFP is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be assigned and the contract will permit the County to add or remove work as necessary depending on availability of funding.

#### 2.6 MATCH REQUIREMENTS

Not applicable to the solicitation.

#### 2.7 SCOPE OF SERVICES

The Proposer will be expected to provide the following services:

#### A. CUSTOMER SERVICE

#### 1. Local Facilities

The Proposer will be required to have a minimum of one (1) local outlet in the greater Portland metropolitan area where MCSO personnel may go to be fitted for training and service purposes.

#### 2. Point of Contact

The Proposer will designate a specific individual within their organization to act as a customer service point of contact for all fittings and sales to the Sheriff's Office. This individual will remain in on-going communication with MCSO liaison/s and employees on a regular basis regarding the status of items ordered. If specific items are back-ordered, they will indicate the time frame involved.

#### 3. Contract Administrator

In addition, the Proposer will appoint a contract administrator who may be contacted for problems that may occur during the contract period. It is expected that a response will be initiated within two (2) business days from notification of a problem. The individual assigned will be expected to have the knowledge, experience and background, along with having the authority to make decisions on behalf of the Proposer as they may affect the resulting contract. The customer service point of contact and contract administrator can be the same individual.

### 4. Philosophy and Policy

It is expected that all MCSO personnel will be treated in a courteous manner and that Proposer have a general philosophy and/or policy with regards to customer service and complaint resolution. Proposer will be expected to provide an outline of their grievance procedures.

#### B. GOODS REQUIREMENTS

#### 1. Category 1- Uniform Duty Apparel Products

The County has an expected level of quality in material, manufacturer, fit and design for the uniforms that will be worn by MCSO personnel. The uniforms currently in use are manufactured by Fechheimer (Flying Cross) and 5.11 Tactical or equivalent, for Class A and Class B uniforms respectively. Garments should be identifiable by means of manufacturers' trademark and label sewn into the individual garment; label should include textile specifications and care instructions. At a minimum, sizes Med-2XL is desired to be maintained at all times. See **Attachment 6** for a complete list of approved standard issue Uniform Apparel Products.

#### 2. Category 2- Duty Gear and Ballistic Vest Products

MCSO personnel are required to maintain an equipped duty belt consisting of:

- One (1) duty belt appropriate for securing equipment onto;
- Four (4) belt keepers or a Velcro inner-belt/outer-belt system that secures the belt;
- One (1) holster appropriate for the type of weapon which has been approved in advance by the training unit manager;
- One (1) two-compartment cartridge container with closable flaps for either a revolver or semiautomatic pistol;
- One (1) closeable handcuff case; and
- One (1) belt radio holder.

See Attachment 5 for a complete list of approved standard issue Duty Gear and Ballistic Vest Products.

Ballistic Vests- Flexible body armor will be issued to uniformed enforcement, reserve, facility security officers and civil deputies who are required to wear vests while performing work or training in uncontrolled environment assignments. MCSO personnel will require vests be fitted prior to order being placed. Proposer will specify a delivery time frame for vest delivery upon completion of fittings. Ballistic vests are required to meet the current Ballistic Resistance of Body Armor NIJ Standard 0101.06. See reference at: <a href="http://www.nij.gov/pubs-sum/183651.htm">http://www.nij.gov/pubs-sum/183651.htm</a>. The current approved vest is the Survival Phoenix 6LV 111A.

#### 3. Additional Items

Multnomah County reserves the right to add or delete items during the term of the resulting contract and may include incidental purchases of items other than those specified in the resulting contract. See **Attachment 5** and **6** that outlines the types of purchases made by the Sheriff's Office.

#### 4. Approved Equal and Samples

Proposers may submit uniform items that are considered equal to or better than items specified in this solicitation. No more than 2 samples should be submitted. Samples should be received by Friday December 15, 2017 not Later than 4:00 PM. Samples will be reviewed and approved by the (MCSO) Uniform Committee and/or Training Unit week of January 02, 2018. Vendors will be notified of the status upon completion.

**Submit Samples to:** 

Attn: RFP #4000005704 Lawrence Russell Multnomah County Purchasing 501 SE Hawthorne Blvd, Suite 125 Portland, OR 97214

The County reserves the right to initiate a thirty (30) day trial period to inspect samples for material, fit, design and function comparability prior to approval, award and inclusion into the resulting contract. The County offers no guarantee of substitution approval and/or inclusion into the resulting contract or award.

#### 5. Item Costs

Proposed item prices should include all costs associated with order fulfillment (including but not limited to materials (Name Tags, and Rank Insignia and Patches), supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs); exceptions will be allowed for any proposed and agreed upon additional costs. The County reserves the right to add, change or delete delivery sites throughout the contract period which will result in no additional cost to the County. The closure or deletion of any such sites will not change the Proposer's obligations to provide all products and services to all remaining and/or added County locations. The County shall not be obligated to purchase a minimum quantity with regard to any uniform clothing or duty gear products.

#### 6. Discounts

Proposer should provide an agency discount which may be applied to all orders made against the resulting contract. This discount will be in lieu of any item list price discounts and applied to an order in its entirety including any additional charges and/or incidental items.

#### 7. Warranty

The Proposer will provide for manufacturer warranty on all items purchased under the resulting contract. In addition, Proposer should outline the conditions upon which they will provide for warranty for their workmanship provided.

#### C. SERVICE REQUIREMENTS

#### 1. Authorized Orders

The Proposer will maintain a sufficient stock of basic uniform items and duty gear to equip a MCSO new hire in a complete uniform set within one (1) calendar week of personnel fitting and ordering. *Proposer is expected to fill orders upon receipt of a MCSO signed Approved Uniform Requisition (order) form.* MCSO personnel should be fitted only for items as noted on the MCSO order form. Phone orders will not be acceptable with the exception of orders placed by an approved MCSO liaison/s to be identified during contract negotiations. Additionally, if MCSO personnel pick up uniforms or accessories in person, Proposer will be required to present a goods receipt to be signed by MCSO personnel which includes identification of the individual's DPSST number for employee authentication. See **Attachment 4** for a blank Uniform Requisition form.

#### 2. Order Fill Rate

It is expected that the Proposer will maintain a stock level required to meet an order fulfillment rate of eighty-five percent (85%) per individual order. Items that are out-of-stock will be reported to the MCSO liaison within two (2) business days from the receipt of order and a delivery timeframe will be provided.

#### 3. Back Orders

Proposer is required to provide out-of-stock order fulfillment within fourteen (14) calendar days from receipt of order. Back orders should not exceed more than a two (2) week delay in delivery. Back orders shipped from other locations to fulfill orders will not result in additional cost to the County.

#### 4. Special Requests

The Proposer will outline the terms under which expedited and/or special orders may be placed and any additional charges that may be incurred.

#### 5. Returns

The Proposer will allow for returns within thirty (30) days of purchase at no charge to the County. Proposer will have a general return policy and grievance procedure for all items included in this solicitation.

#### 6. Patches

The County will provide a supply of MCSO sheriff's patches to include but not be limited to sheriff's shoulder, rank, specialty and longevity patches which the Proposer will be required to apply in accordance with the standards set by MCSO. Proposer will be responsible for communication of stock level maintenance and accountability.

In addition, Proposer will be required to provide and sew on shoulder insignia, service stars, sergeant stripes, and gold trim on officers sleeves and caps and will provide a quality line of cloth and metal officer insignias (Lieutenant, Captain, Chief Deputy, and Sheriff) for incidental purchases.

#### 7. Alterations

The Proposer will be required to provide alterations to and embroidery of apparel to fit MCSO personnel for design, durability and comfortable fit purposes. This may include custom alterations beyond industry standard practices. It is expected that standard alterations will be included in the proposed cost of the item and any special alterations would be proposed for an additional charge.

#### FISCAL REQUIREMENTS AND REPORTING

The Proposer will be required to provide a semi-annual report reflecting the current stock levels of sheriff's badges and Class A uniforms—by item and size. The report should provide item details of all orders placed against stock levels including dates of order fulfillment, personnel names and DPSST numbers, as well as order number.

In addition, the Proposer will be required to provide a quarterly report reflecting the number of orders processed, the number of orders which met the fulfillment rate requirements along with the number of items that required back-orders; back ordered items should detail the number of days required to fill order and the reason for the delay.

#### PERFORMANCE MEASURES/PERFORMANCE CONTRACTING 2.9

The resulting contract will be monitored through a number of quality assurance evaluation processes and means including but not limited to the following:

- 1. Performance reviews:
- 2. Reporting outcomes;
- 3. Self-assessments;
- 4. Customer satisfaction surveys:
- 5. Complaint resolution outcomes; and/or
- 6. Random sampling for QAE (Quality Assurance Evaluation); MCSO reserves the right to periodically make random sample selections, from filled orders received, to review the timeliness as well as the compliance with approved order form, uniform specification requirements, color, size accessories etc.

#### 2.10 CONTRACT NEGOTIATION

The County will initiate contract negotiations with the responsive and responsible Proposer with the highest scoring proposal. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring responsive and responsible Proposer. This process may continue until a contract agreement is reached.

#### 2.11 CONTRACT AWARD

The County's evaluation committee will evaluate each Proposal in accordance with the criterion in this RFP in order to determine the most advantageous proposal. Accordingly, the County is utilizing a Best Value selection process. The County intends to award the contract to the Proposer that has demonstrated that it can deliver the best combination of service delivery approach, experience, sustainability initiatives, diversity participation and price for the services as requested.

If it is in the best interest of the County, the County reserves the right to separate the contract award into two categories. Category 1- Uniform Duty Apparel Products. Category 2- Duty Gear and Ballistic Products.

Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned, and **Emerging Small Businesses and Organizations in providing these services.** 

#### 2.12 CONTRACT TERM

Fixed term with options. The contract term will be for three (3) years. The County will have the option to renew this contract for two (2) additional, one (1) year period/s.

#### **COMPENSATION AND METHOD OF PAYMENT** 2.13

Proposer will be paid based on agreed upon unit rate upon delivery, and/or agreed upon rate per established order quantity requirements. Payment will be made upon receipt of invoice from Proposer; those items picked up in person, will require proof of signature receipt

#### 2.14 **COOPERATIVE PURCHASING**

Other public agencies may establish contracts or price agreements directly with the awarded contractor under the terms, conditions and prices of the original contract Pursuant to ORS 279A.215 and agreement by the selected Contractor to extend the terms, conditions and prices of the original contract.

#### 2.15 **INSURANCE REQUIREMENTS**

The Proposer awarded a Contract under this RFP will be required to provide the insurance described below:

Type of Insurance	Amount	Per Occurrence	Aggregate
Professional Liability	Not Required	Not Required	Not Required
Commercial Gen Liability	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
Commercial Auto Liability	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
Workers Compensation	\$500,000.00	Required	

#### PART 3 - PROPOSAL EVALUATION, QUESTIONS AND INSTRUCTIONS

#### 3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

#### **EVALUATION PROCESS FOR WRITTEN RESPONSE**

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. The award will be made to the responsible Proposer with the highest scoring proposal based on the written proposals.

### 3.1 PROPOSAL QUESTIONS INSTRUCTIONS

All Proposers must complete the questions under Section 3.2. Proposers failing to achieve 70% of the total points will not be considered further for an award under this procurement.

<u>Example</u>: Proposer A submits a proposal and receives the following Section 3.2 scores from the three evaluators:

Evaluator A: 78 Points Evaluator B: 81 Points Evaluator C: 60 Points Total Points: **219** Points

(Minimum necessary: 100 possible points x 3 evaluators x 70% = 210 Points)

As a result, Proposer A has met the minimum requirements to provide these services, since their total point score of 219 exceeds the minimum number of points required to qualify, 210.

If the total points earned had been less than 210 points, then Proposer A would not have been considered further for an award under this RFP.

#### 3.2 PROPOSAL QUESTIONS AND EVALUATION CRITERIA

Section	Description	Points Available
Company Ba	ackground and Product Information	
3.2.1	Company Profile	10
3.2.2	Experience	15
3.2.3	Service Delivery	15
3.2.4	Customer Service	15
<b>Product Info</b>	rmation – Respond to One per Category	
3.2.5	Category 1 – Uniform Duty Apparel Products	20
	-OR-	
3.2.6	Category 2 – Duty Gear and Ballistic Vests Products	20
3.2.7 Respo	onsible Business Practices	
3.2.7.1	Environmental Considerations	10
3.2.7.2	Social Equity	10
3.2.7.3	Economic Impacts and a Healthy Workplace	5
	Total	100

#### 3.2.1 Company Profile

#### **10 Points Possible**

Provide a business statement which details your company's background, staffing structure and current financial stability of your organization. List the specific details for retail stores where MCSO personnel could be fitted for uniforms, duty gear and vests, including location, hours of operation, customer service representatives and any other important business information. Describe your company's general philosophy as it relates to customer service and provide company policies that demonstrate the following:

Standards for order Returns

**Exchanges and Cancellations** 

Warranties

Safety Health for Employees

**Customer Services Standards** 

Policies should be submitted and labeled as Attachment 9 (10 pages total) will not count toward page limit in proposal response.

### Evaluation Criteria:

The Proposer—

- Describes in detail, their background, business staffing structure, and financial stability.
- Identifies specific facility details including persons responsible.
- Provides customer service philosophy and any applicable, policies as requested.

#### 3.2.2 Experience

#### 15 Points Possible

Describe your understanding of the requirements of fitting uniforms, equipment and alteration services to a law enforcement agency and indicate the number of clients by writing next to number of years that you have provided similar services to for the following time periods:

0.5	0.40	44
0-5 years	6-10 years	11+ years

#### **Evaluation Criteria:**

The Proposer—

- Demonstrates their knowledge of providing services to a law enforcement agency.
- Proposer describes number of clients that these services have been provided.

#### 3.2.3 Service Delivery

#### 15 Points Possible

Describe in detail, how you will meet the demands of maintaining stock levels to supply needed uniform items and accessories for order fulfillment. Describe how you will ensure work is performed on time and at the expected quality level; including alterations and embroidery work, i.e. turnaround time, if it is done inhouse or subcontracted, what is considered standard alteration practices (waist hem, pants seat zippers, sleeves, side seams, sizes, etc.). Describe your special order process for larger sizes (i.e. 4-5XL and up), as well as your ability to provide expedited services for uniform and accessory items and the turnaround time required for each. Describe any service limitations that might affect the turnaround time as expected by the County and as stated in this solicitation. Provide a sample of Quarterly Itemized Sales Reports.

Sample reports should be submitted and labeled as Attachment 10 (6 pages total) will not count toward page in proposal response.

#### Evaluation Criteria:

The Proposer—

- Demonstrates the understanding of the demands to provide services as requested. Demonstrates that all uniform requirements should be supplied in an expeditious manner and minimal delays should occur regardless to size.
- Demonstrates effectively that requirements for alternations will be met and their working process to accomplish it.
- Describes any inventory limitations and how they will process order completions in a timely manner.
- Sales Reports should clearly reflect data relating to purchases made over a specific period.

#### 3.2.4 Customer Service

### **15 Points Possible**

Describe the manufacturer warranties and additional warranties you will provide for workmanship related to the specified products and services being proposed. Provide a copy of any manufacturer warranties for uniforms and/or accessories. Describe the process for complaint resolution including the identification of any return and/or grievance policies. Describe how you will measure customer satisfaction both in regard to complaint resolution and over the term of the resulting contract. Provide an example of a complaint that you received and how the complaint was ultimately resolved.

Manufacturer warranties should be submitted and labeled as Attachment 11 (6 pages total) will not count toward page in proposal response.

#### **Evaluation Criteria:**

The Proposer—

- Describes an understanding of expectations on warranty coverage and provides an example of their process to achieve effective complaint resolutions.
- Demonstrates the value of excellence in work performance effectively resulting in quality customer service and client satisfaction.

### 3.2.5 Category 1- Uniform Duty Apparel Products

#### 20 Points Possible

Provide catalog(s) of all proposed items as outlined on RFP **Attachment 5 and 6** and submitted with proposal response. Submit Catalog(s) as **Attachment 12** (250 pages total) will not count toward page limit. Item prices will include all cost associated with delivery of services with the exception of any additional proposed costs (i.e. special request). The agency discount will be applied to the order in its entirety and be in lieu of any list price discounts normally offered by the Proposer.

Describe your pricing and fee structure for materials bought for items in the catalog.

Proposer requesting to submit product substitutions for consideration different from what is outlined in **Attachment 5 and 6**, will be required to submit samples separately from proposal response, labeled as such and due by December 15, 2017 no later than 4:00 pm.

### Evaluation Criteria:

The Proposer—

- Provides a completed **Attachment 5 and 6**, which outlines any additional charges and agency discount. Provides samples of product substitutions, if applicable.
- Provides catalog(s) marked as **Attachment 12** (250 pages total) will not count toward page limit, identifying products that meet requirements or are considered product substitutions and equal to the product(s) specified.
- Proposer describes in detail their pricing and fee structure.

### 3.2.6 Category 2- Duty Gear and Ballistic Vest Products

20 Points Possible

Provide catalog(s) of all proposed items with as outlined on RFP **Attachment 5 and 6** and submitted with proposal response. Submit Catalog(s) as **Attachment 12** (250 pages total) will not count toward page limit. Item prices will include all cost associated with delivery of services with the exception of any additional proposed costs (i.e. special request). The agency discount will be applied to the order in its entirety and be in lieu of any list price discounts normally offered by the Proposer.

Describe your pricing and fee structure for materials bought for items in the catalog.

Proposer requesting to submit product substitutions for consideration different from what is outlined in **Attachment 5 and 6**. Proposer will be required to submit samples separately from proposal response, labeled as such and due by the time of proposal submission.

#### **Evaluation Criteria:**

The Proposer—

- Provides a completed **Attachment 5 and 6**, which outlines any additional charges and agency discount. Provides samples of product substitutions, if applicable.
- Provides catalog(s) marked as **Attachment 12** (250 pages total) will not count toward page limit, identifying products that meet requirements or are considered product substitutions and equal to the product(s) specified.
- Proposer describes in detail their pricing and fee structure.

#### 3.2.7 RESPONSIBLE BUSINESS PRACTICES

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainable innovations. We are focused on the triple bottom line of sustainability; Environmental Considerations, Social Equity and Economic Impact. The Triple

Bottom Line provides a framework for all of us to work together to create a stronger community with the goods and services we oversee.

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship along with workplace diversity.

#### 3.2.7.1 Environmental Considerations

10 Points Possible

Describe how you purchase materials with energy efficiency as a consideration. Describe how you reduce waste by purchasing products with less packaging. Describe your organizations recycling plan to reduce waste.

#### Evaluation Criteria:

The Proposer—

- Describes how the purchase of products that save energy help to save money, reduce climate change, reduce dependence on no-renewable energy, while also promoting products that support sustainability.
- Provides a waste reduction plan that includes purchasing items with less packing, delivering services with minimal packaging, and purchase items that are recycled or refurbished.
- Provides a waste reduction plan that includes purchasing items with less packing, delivering services with minimal packaging, seeking products that are post-consumer waste in paper and metals, seeking new recycling streams for items you currently cannot recycle, and ensure your recycle and reduce waste going to landfill. Please provide metrics and lessons learned on how these efforts have reduced waste.

#### 3.2.7.2 Social Equity 10 Points Possible

The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs), business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Ten percent (10%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

Describe in detail your company's or organization's commitments to providing equal employment opportunities including your efforts to develop an internal diverse workforce; internal on- the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the process/es used to recruit women and minorities. Describe workforce diversity, any use of and MWESB businesses, business practice with use of diverse suppliers, vendor's subcontractors. Describe in detail your company's or organization's commitment to any efforts or activities that create economic and social benefits for this or future generations. What social equity innovations are integrated into your delivery of goods and/or services for a positive impact on the community?

#### **Evaluation Criteria:**

The proposer-

- Describes the company's or organization's commitment to providing equal employment opportunities.
- Describes efforts used to develop an internal diverse workforce.
- Describes internal diversity mentoring, training, and/or professional development opportunities.
- Describes process/es used to recruit women and minorities into the organization.
- How do these social equity innovations go beyond industry best practices?

### 3.2.7.3 Economic Impacts and a Healthy Workplace

**5 Points Possible** 

The County values the community as a whole and calls out those providing and receiving services should have a positive economic impact from the delivery of services that is long term and positively changes our hierarchical systems to incorporate those who are most affected by inequities.

It is the County's desire to create full and equal access to opportunities for all people that enable them to attain their full potential. We pay particular attention to the development of income and wealth for communities most affected by inequities.

Describe how your service delivery has positive economic impacts for the communities you are serving? Describe how do you accommodate your employees to ensure they succeed? What are the impacts on the environment, equity, and economy of the service provider's delivery of service? Where are your products manufactured? Describe how you prevent exclusionary practices and promote a healthy and respectful workplace.

#### Evaluation Criteria:

- We are looking to see how service delivery will help the client and community have positive economic
- We want to see metrics on employee retention to see how each employee has the opportunity to learn on the job.
- Proposer describes how their company prevents exclusionary practices and promote a healthy and respectful workplace.
- Proposer demonstrates how the triple bottom line of sustainability which is environment, equity and, economy is improves the communities where they have provided service.
- Proposer to give details on how they support the U.S. Economy by purchasing products that are manufactured and assembled in the U.S.

#### PART 4 – PROPOSAL SUBMISSION INSTRUCTIONS

#### 4.0 JOINT PROPOSALS

Not applicable to this solicitation.

#### MULTIPLE OR ALTERNATE PROPOSALS

Multiple proposals will be accepted. To qualify for any of the two categories listed on Cover Page (Attachment 3), you must submit a separate proposal for each category. Each proposal will be submitted with a separate cover sheet and attachments must be submitted with each individual proposal. Page limit for each proposal, see section 4.3 Maximum Page Limit.

#### 4.2 PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or doublespaced, on 8.5" x 11" paper. All pages should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. Example: The RFP proposal response to the program question is limited to a page count of not more than 18 pages. This equates to not more than 9 sheets of paper that are printed on each side, or 18 pages printed on only one side.

#### **MAXIMUM PAGE LIMIT** 4.3

The total number of pages, excluding requested attachments, must not exceed 18 pages. Attachments and supporting documents not specifically required by the RFP will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be evaluated. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

#### 4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Section 2 – Proposal Questions and Evaluation Criteria. For each item, restate the same numbering and letter sequence as found in the RFP and then provide your response. Responses must be on the forms provided for by Multnomah County where applicable.

#### 4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue or place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip that can be easily removed for copying purposes.

#### 4.6 PROPOSAL PACKAGING

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFP number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

#### 4.7 PROPOSAL COPIES AND SUBMISSION

Proposers must submit one (1) original proposal to: Multnomah County Purchasing, 501 SE Hawthorne Blvd, Suite 125 Portland, OR 97214, no later than 4:00 p.m. on the proposal due date. PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DEADLINE. LATE PROPOSALS WILL NOT BE CONSIDERED.

#### 4.8 MINIMUM REQUIREMENTS

- **4.8.1** At the time of proposal submission, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in rejection of the proposal.
  - 1. Multnomah County Purchasing must receive the Proposal response no later than 4:00 P.M. local Portland time on the proposal submission deadline.
  - 2. Proposer Representations and Certifications All Proposers are to submit a SIGNED Proposer Representations and Certifications [Attachment 1], and it will not count against the total page limitation. Failure to sign a completed Proposer Representations and Certifications form may result in rejection of the proposal.
- **4.8.2** At the time of Contracting, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in cancellation of the contract.
  - Proposers must be legal entities, currently registered to do business in the State of Oregon (per 1. ORS 60.701).
  - 2. Proposers must submit verification that all insurance requirements are met.
  - 3. Proposer must have a minimum of one (1) local retail outlet, or an established retail center and a representative located within the greater Portland metropolitan area.

#### 4.9 PROPOSER CHECKLIST AND SUBMITTALS

Section	Description	Page Referenced	Complete and Submit with Proposal
1	Attachment 1 Proposer Representation and	24	Yes
	Certification form		
2	Attachment 3- Proposer Response Cover Page	35	Yes
3	Proposal Questions and Responses Section 3.2	17	Yes
4	Attachment 9 – Company Policies	(see section	Yes
		3.2.1	
5	Attachment 10 – Sample Reports	Section 3.2.3	Yes, if applicable
6	Attachment 11 – Manufacturer Warranties	Section 3.2.4	Yes, if applicable
7	Attachment 12 – Product Catalog(s) w/ Pricing	3.2.5 and	Yes
		3.2.6	

#### ATTACHMENT 1

(Submit with Proposal)

#### PROPOSER REPRESENTATIONS AND CERTIFICATIONS

### FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN **REJECTION OF THE SUBMITTED OFFER**

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME:			
ADDRESS:		City, State, Zip	
TELEPHONE NO:			
STATE OF INCORPORATION:		DATE OF INCORPORATION:	
BUSINESS	☐ Corporation	☐ Sole Proprietor	Partnership
DESIGNATION:	S. Corporation	☐ Non-Profit	Government
	Other:		
OREGON MWESB CERTIFICATION NUMBER  ASSUBANCES The		☐ Minority Owned ☐ Woman Owned	☐ Emerging, Small ☐ N/A
	Proposer attests that: g this offer has the aut	thority to submit an offer and to rep	resent Proposer in all phases of this
procurement proce	ss;	·	·
<ol><li>The information pro</li></ol>	ovided herein is true and	d accurate;	
and has not discring 200.055 or a busine	ninated against any mir ess enterprise that is ov	nority, women, or emerging small bus	ate of, [insert State] iness enterprises certified under ORS a disabled veteran as defined in ORS 110;

- 4. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (][b);
- 5. Any false statement may disqualify this offer from further consideration or because of contract termination; and
- 6. The Proposer will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

- 1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
- Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
- 4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
- 5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
- 6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
- 7. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

#### CERTIFICATION REGARDING CONFLICT OF INTEREST

"Organizational conflict of interest" means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Multnomah County; or the Contractor's or Consultant's objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

- 8. Has any relationship with any firms or individuals that are or appear to be an organizational conflict of interest.
- 9. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, Multnomah County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below. Where Proposer is unable to certify to any of the statements in this certification. Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Proposer from award of a contract under this procurement. SIGNATURE OF AUTHORIZED PERSON Signature: Date: Print Name & Title:

Contact Person for this Procurement:

#### SAMPLE SERVICE CONTRACT



# MULTNOMAH COUNTY SERVICES CONTRACT Contract Number: [insert contract number]

This contract ("Contract") is between MULTNOMAH COUNTY ("County") and [insert contractor name] ("Contractor"), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: [insert]

CITY, STATE, ZIP: [insert]

The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be [insert date] or the date on which all Parties have signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be [insert date].

Statement of Work. Contractor shall perform the work described in Exhibit 1 ("Tork").

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes the following Standard crms and Conditions and the terms and conditions contained in the following attached documents:

[Guidance: Below is the recommended format for detailing any contract. Exhibits 1-11 are established and may not be re-numbered/re-named. Exhibit name and number indicate below that match the name and number on the corresponding exhibit. Exhibits not used and out of sequent must be loted as intentionally omitted.]

#### **Exhibits**

Exhibit Number	Description
1	Statement of Work, Compensation Pay ent, and Renewal Terms
2	Insurance Requirement
3	Certification Statement for Sorphatio or Independent Contractor
4	Worker's Compensation Examption Stifficate
5	NOT USED
6	Invoice/Budget Firms
7	Criminal History Ecko una athorization
[Insert As Needed]	[Instructional exhauts as needed]

#### Attachments

[Guidance: Below is the recommended rmat for detailing any attachments to the contract. Attachment F and Attachment H-1 through H-3 are retained which attachments, and may not be re-lettered/re-named. If a HIPAA attachment is required for your contract, select the correct attachment H and remove the references to the other attachments Attachment name and letter, indicated below, must match the name and letter on the corresponding attachment.]

Attachment Letter	Description
F	Post Federal Award Requirements Standards
H-1	HIPAA Business Associate Agreement
H-2	HIPAA Joint Business and 42 CFR Part 2 Agreement
H-3	HIPAA Qualified Service Organization Agreement
[Insert As Needed]	[Insert additional attachments as needed]

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## MULTNOMAH COUNTY SERVICES CONTRACT Contract Number: [insert contract number]

#### **CONTRACTOR SIGNATURE**

I have read this Contract including the attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms. Signature: Name (print): \_\_\_\_\_ Date: MULTNOMAH COUNTY SIGNATURE This Contract is not binding on the County until signed by the Chair designee. County Chair or Designee: \_\_\_\_\_ Date: Department Director Review (optional): Director or Designee: Date: County Attorney Review: MUL NOMAH COUNTY, OREGON Reviewed: JENNY M. MADKOUR, COUNTY ATTORNE By Assistant County Attorney: Date: \_\_\_\_\_

#### STANDARD TERMS AND CONDITIONS

- 1. Time is of the Essence. Time is of the essence in the performance of this Contract.
- 2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
- 3. **No Third Party Beneficiaries.** County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 4. Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
- 5. Early Termination. This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this privact at any time.
  - b. County in its sole discretion may terminate this Contract for any reason 30 days written notice to Contractor.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party writen notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 16 days of the date of the notice, then the party giving the notice may terminate the Contract at any time there are by giving a written notice of termination.
  - d. Notwithstanding section 5(c), County may terminate this Contest immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any little, partition or certificate that Contractor must hold to provide services under this Contract.
- 6. Payment on Early Termination. Upon termination pursuate to segan 5, payment shall be made as follows:
  - a. If terminated under 5(a) or 5(b) for the contractor of the County, the County shall pay Contractor for Work performed prior to the termination date if such a city was performed in accordance with the Contract. County shall not be liable for direct, indirect a contract quentual damages. Termination shall not result in a waiver of any other claim County may have again the Contract.
  - b. If terminated under 5(c) by the Contractor for Work performed prior to the terminate date. Work was performed in accordance with the Contract.
  - c. If terminated under 5(c) to 160 by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed in accordance with the Contract less any set of the County is entitled.
- 7. Remedies. In the every corporate of the Contract the Parties shall have the following remedies:
  - a. If terminate und (a) by the County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with a other Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid by the contractor of the total compensation provided under this Contract, then the Contractor shall pay to the County the angle of the reasonable excess.
  - b. In addition to the remedies in sections 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
  - If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 8. Access to Records. Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.
- 9. **Ownership of Work.** For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

#### SAMPLE SERVICE CONTRACT

County shall have no rights in any pre-existing Contractor Intellectual Property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically equired for the performance of this Contract.

- 10. Compliance with Applicable Law. Contractor shall comply with all federal, state and low laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to the sale ws, including, without limitation ORS 279B.020 and the following:
  - a. Pursuant to ORS 279B.220, Contractor shall (1) make paymen promptly, as due, call persons supplying to the Contractor labor or material for the performance of the Work proceedings for in the Contract; (2) pay all contributions or amounts due the Industrial Accident Fund from the Contract or succontract incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision dereof, or account or my labor or material furnished; and (4) pay to the Department of Revenue all sums withheld in a empty sees under ORS 316.167.
  - b. Pursuant to ORS 279B.225, Contractor shall provide awn and landscape maintenance services, shall salvage, recycle, compost or mulch yard waste material and approved site, if feasible and cost-effective.
  - c. In accordance with ORS 279B.23 tractor ! all pi ptly, as due, make payment to any person, copartnership, sul association or corporation furnishing ical and hospital care services or other needed care and attention, incident to sickness or injury, to the en Contractor, of all sums that the Contractor agrees to pay for the ovees services and all moneys Contractor collected or deducted from the wages of employees under any sums that to law, contract or agreement to purpose providing or paying for the services. All subject employers working under the Contract warrant r employers that will comply with ORS 656.017 or employers that are ney are exempt under ORS 656.126
  - Pursuant to S 279B.235, C tractor shall not employ any person for more than 10 hours in any one day, or 40 hours in an one week cases of necessity, emergency, or where the public policy absolutely requires it. The laborer hall easy time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the rk week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours n any one week when the work week is four consecutive days, Monday through Friday: on Saturday and any legal holiday specified in a collective bargaining agreement or ORS279B.020. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
- 11. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.
- 12. Indemnity. Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense,

assume its own defense and settlement.

- 13. Insurance. Contractor shall provide insurance in accordance with Exhibit 2.
- 14. Waiver. The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 15. Governing Law/Venue. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- 16. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 17. Merger Clause. This Contract and the attached exhibits constitute the entire agree nt between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the total of this contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or ch ge shall be effective only in the specific instance and for the specific purpose given.
- 18. Anti-discrimination Clause. Contractor shall not discriminate base on race, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orients on, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall prodiscriminate against minority-own for shall podiscriminate against minority-owned, a pre women-owned or emerging small businesses. Contractor shall be a small businesses. sion each subcontract requiring ıncı. subcontractors to comply with the requirements of this cla
- 19. EEO Compliance. Contractor agrees that if, at any time un erm of this Contract, it has employees and will earn more than \$75,000 as a result of this Contract, Contracto not:
  - a. Discriminate against employees or applicant on rate, color, religion, sex, familial status, national origin, age, has mental or physical disability, sexual prientation gent identity, or source of income:
  - b. Solicit or consider employment redation based on factors other than personal knowledge or records of jobrelated abilities or characteristics;
  - c. Coerce the political activity of any pers
  - one from ppeting for employment;
  - d. Deceive or willfully obstaction mpetition for any position so as to improve or injure the employment prospects of any other person:
  - Give improper proference of antage to anyone so as to improve or injure the employment prospects of that or applicant. person or a other employe
- 20. Non-appropriation laus √Vork is s entor Work under this Contract extends into the County's next fiscal year, County's obligation to pay for pject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah Co ty, Oregon.
- 21. Warranties. Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work.
- 22. Protection Against Loss or Damages. County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has affirmatively accepted Contractor's Work.
- 23. Federal Funds Subrecipient. The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D - Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

#### SAMPLE SERVICE CONTRACT

CFDA#	Program Title	Program Amount
[enter number or not applicable]	[enter title or not applicable]	[enter number or not applicable]

#### 24. Fiscal Requirements. Contractor agrees to the following requirements if a Federal Funds Subrecipient:

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the Countywide Contractor's Fiscal Policies and Procedures Manual located at: http://web.multco.us/finance/fiscal-compliance. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County processres. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County on request.
- Contractor shall be subject to a County fiscal compliance review to monitor e with the County's financial as described in the *Countywide* varter are out of state, Contractor reporting and accounting requirements. The review shall be completed periodic Contractor's Fiscal Policies and Procedures Manual. If Contractor's corporate hea agrees to pay travel costs incurred by County to conduct fiscal recew. These costs e, but are not limited to. transportation to corporate headquarters, lodging, and meals.
- Contractor, if it is a state, local government or non-profit pient of Federal funds, shall meet audit n an requirements of Office of Management and Budget (OM ) Uniform Admini e Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR apter I, apter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
- d. Contractor agrees that audits must be conducted rtifiea blic Accountants who satisfy the independence requirements outlined in the rules of the American stil struct of Confied Public Accountants (Rule 101 of the AICPA Code d rule 15), the Oregon State Board of Accountancy, the of Professional Conduct, and related in pretation a independence rules contained within C સ ięs w ting andards (2003 Revision), and ruled promulgated by other nt Au Federal, State, and local government age diction over Contractor. Those rules require that the Certified Public Accountant be independent in though with respect to organizations who engage them to express an nd activ opinion on Financial Statemen er services that require independence. perform
- Limited Scope and Full Audits, ludin agement Letter associated with the audit, if issued, and all specifications identified in the County's Fiscal A s and Procedure Manual shall be submitted to the County within thirty (30) days from the date of the epol, but in i case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit require audits and Mana ment Letter by specified deadlines shall be cause for withholding of Contract payments until a dits ar

#### SAMPLE SERVICE CONTRACT



## MULTNOMAH COUNTY SERVICES CONTRACT Contract Number: [insert contract number]

### EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

- 1. Contractor shall perform the following Work: [Enter information]
- 2. The maximum payment under this Contract, including expenses, is \$[enter total amount].
- 3. Contractor shall be paid for Work on the following basis:
- 4. Invoices must be billed to Multnomah County and contain the following information [optional]:
  - a. Invoice number and invoice date.
  - b. Vendor name and address.
  - c. Multnomah County contract number.
  - d. Description of goods and/or services delivered.
  - e. Detail units of measure, price per unit, extended amount per line iter
  - Total invoice amount.
- 5. Contractor shall submit invoices for Work as follows: [Enter information]
- In addition to the payment provided for in Se 6. on 3, 9 unty will pay expenses on the following terms and conditions: [Enter information]
- 7. The Contract may be renewed on the follow sis loptionall: ng [Enter information]

### **EXHIBIT 2** MULTNOMAH COUNTY SERVICES CONTRACT Contract No. 440000XXXX **INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: \*\*

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027(See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included. THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126. Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be st than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. The aggregate limit can be met with Excess/Umbrella Liability c rage. ☐ If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 in any aggreg ☐ Required by County ☐ Not required by County (Needs Risk Manager's Approval) Commercial General Liability insurance with coverages satisfactory to the County, open occurrence bas combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annungregate limit of \$2,0000. Coverage may be writte n be met with Excess/Umbrella Liability coverage. 0,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). The aggregate limits ☐ If this box is checked the limits shall be \$1,000,000 per occurrence are 00 in gregate. ☐ If this box is checked the State of Oregon shall also be named as Addition insured. Required by County Not required by County (Needs Risk ager's roval) Commercial Automobile Liability covering all owned, non-owned, o ehicles obis coverage may be written in combination wit imit per occurrence shall not be less than \$1,000,000. his coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combine sing

Additional Requirements: Coverage by an insurance company authorized to do business in Oregon or rated A- or better by Best's be provid Insurance Rating. Contractor shall ay all deductibles retentions. Contractor's coverage will be primary in the event of loss.

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nty (I

ed as an Additional Insured.

ired if vedor is transporting and/or driving as part of performing the duties

Tail Coverage - If any of the liabil ges shown are on a "claims made" basis, "tail" coverage will be required at the completion of the e cove Contract for a duration of 24 months are maximu time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims mad lability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage pr retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage. The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Blvd. Suite 400, Portland, OR 97214.

Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: insurance@multco.us. Additional originals, hard copies, or faxes are not necessary.

\*\*Note to Contract Originator: Additional insurance may be required for certain types of contracts. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs. Coverage limits may be modified to higher levels, based upon the needs of the contract without Risk Management review but any lower levels of coverage must be approved by Risk Management.

☐ If this box is checked the limits shall be \$1,000,000

☐ Required by County ☐ Not required by C

specified in the contract)

If this box is checked the State of Oregon shall also be in

Completed by:\_\_\_\_ Contract Originator





4000005704

## **COVER PAGE (Attachment 3) PROPOSER RESPONSE**

(Submit with Proposal for each Category)

Law Enforcement Apparel, Equipment and Fitting

Services on a Requirement Basis

Prop	ooser is submitting a Prop	posal for (check appropriate boxes – one per cover page):	
	Category 1- Uniform Duty Apparel Products		
	Category 2- Duty Gear and Ballistic Vest Products		
If sel secu	ubmitting this proposal, ected, Proposer will provid lar manner.  posal Submitted by:	Proposer certifies that: e the goods and perform the services solicited in this RFP in a wholly	
	podui odbiiiited by.	Business Name	
		Proposer Address	
		Proposer Print Name	
		Proposer Signature	

RFP No:

RFP Title:



## Multnomah County Sheriff's Office

Nº 08100

## **UNIFORM REQUISITION**

## PRINT CLEARLY AND FIRMLY. INCOMPLETE FORMS WILL NOT BE PROCESSED.

OR: _		DATE:
VORK	Last Name First Na  PHONE:	FAC/BLDG#
QTY	* ITEM	(CIRCLE ONE)
	UNIFORM SHIRT CLASS A LONG SLEEVE	TAN GREEN
	UNIFORM SHIRT CLASS A SHORT SLEEVE	TAN GREEN
7	FOUL WEATHER JACKET	POLYESTER WOOL
	TROUSERS CLASS A	
	TIE	
	BALISTIC VEST	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	BDU SHIRT, LONG SLEEVE	
	BDU SHIRT, SHORT SLEEVE	
	BDU PANTS	
	SGT STRIPES	
	LT BARS	CLOTH METAL
	CAPT BARS	CLOTH METAL
	DUTY BELT NYLON OUTER	
	DUTY BELT NYLON INNER	,
	RADIO HOLDER	
	CUFF CASE	DOUBLE SINGLE
	MAG POUCH	DOUBLE SINGLE
	HOLSTER-SPECIFY WEAPON TYPE	
	MACE HOLDER	
	ASP HOLDER	
		•
	USE SEPARATE SLI	P TO REQUEST BADGES
PPRO	VAL:SUPERVISOR SIGNATURE	
HARG	SE TO COST CENTER / WBS :	

White Copy - LOGISTICS (313 / HANSEN BUILDING), Yellow - VENDOR, Pink - MEMBER

## **Attachment 5 Duty Gear and Ballistic Vest Products**

ITEM#	ITEM DESCRIPTION/SIZE	STOCK NUMBER	UNIT MEASURE	PROPOSED PRICE/EACH
1	Bianchi Belt Keepers Set of Four	6406-15635	Each	
2	Bianchi Double Cuff Case	7317-18771	Each	
3	Bianchi Single Cuff Case	7300-18190	Each	
4	Bianchi Mag Pouch	7302-18472	Each	
5	Bianchi Mag Pouch	7200-18473	Each	
6	Bianchi Duty Belt Small	7200-17380	Each	
7	Bianchi Duty Belt Medium	7200-17381	Each	
8	Bianchi Duty Belt Large	7200-17382	Each	
9	Bianchi Duty Belt Extra Large	7200-17383	Each	
10	Bianchi Inner Belt Small	7205-17706	Each	
11	Bianchi Inner Belt Medium	7205-17707	Each	
12	Bianchi Inner Belt Large	7205-17708	Each	
13	Bianchi Inner Belt Extra Large	7205-17709	Each	
14	Bianchi Mace H9older Large	7307-18204	Each	
15	Bianchi Mace Holder Medium	7307-18205	Each	
16	Bianchi Universal Radio Holder	7314-18521	Each	
17	Safariland Duty Holster Level III	Model 070	Each	
18	Safariland Duty Holster Without Tactical Light Level II	Model 6360 ALS	Each	
19	Safariland Duty Holster With tactical Light Level II	Model 6360 ALS	Each	
20	Safariland Thigh Rig Taser Holster	6004-64-122	Each	
21	Safariland Duty Holster Without Tactical Light Level II	Model 6360 ALS	Each	
22	Safariland 7360 Holster		Each	
23	Streamlight TLR-1 HL Weapon Light		Each	
24	Survival Armor Phoenix 6 3A Ballistic Vest		Each	
25	Survival Armor External Carrier Mole/WSCA/4PKT		Each	

Note: The County will consider substitutes, however there is no guarantee that any substitute will be accepted, awarded and/or included into the resulting contract.

## **Attachment 6 Uniform Apparel Products**

ITEM#	DESCRIPTION/SIZE	ITEM#	ESTIMATED QTY	UNIT PRICE	EXTENDED PRICE
1	Flying Cross Mens Long Sleeve Shirts Silver Tan All Sizes	19W6604			
2	Flying Cross Mens Short Sleeve Shirts Silver Tan Al Sizes	69R6604			
3	Flying Cross Womens Long Sleeve Shirts silver Tan All Sizes	103W6604			
4	Flying Cross Womens Short Sleeve Shirts Silver Tan All Sizes	153W6604			
5					
	CLASS "A" UNIFORMS				
6	Flying Cross Ike Jacket	MULTJKT01			
7	Flying Cross Honor Guard Blouse Coat	MULTHGBLS01			
8	Flying Cross Mens Long Sleeve Shirt	13W8768			
9	Flying Cross Womens Long Sleeve Shirt	213W8778			
10	Flying Cross Mens Short Sleeve Shirt	63R8768			
11	Flying Cross Womens Short Sleeve Shirt	263R8778			
12	Flying Cross Mens Wool Trousers	MULSOTRS04			
13	Flying Cross Womens Wood Trousers	MULTSOTRSW01			
14	Flying Cross Trouser W/Black Stripe	32218			
15	Flying Cross Tie	P/N 90043-7			
16	511 Taclite Pro BDU Trousers All Sizes and Colors	74273			
17	511 Taclite TDU BDU Trousers All Sizes and Colors	74280			
18	511 TDU Ripstop BDU Trousers All Sizes and Colors	74003			
19	511 Taclite Pro Womens DBU Trousers All Sizes and Colors	64360			
20	511 Taclite Pro Short Sleeve Shirts All Colors and Sizes	71175			
21	511 Taclite Pro Long Sleeve Shirts All Colors and Sizes	72175			
22	511 TDU Ripstop Short Sleeve Shirts All Colors and Sizes	71001			
23	511 TDU Shirts All Colors and Sizes	72002			
24	511 Taclite TDU Ripstop Long Sleeve Shirts	72054			
25	511 5 in 1 Jacket Black All Sizes	48017-019			
26	511 Response Jacket Black All Sizes	48016-019			
27	511 Tactical Fleece Black All Sizes	48038-019			
28	511 Rain Pants Black All Sizes	48057-019			

## **Attachment 6 Uniform Apparel Products**

29	511 Taclite Tactical Shorts All Sizes and Colors	73308		
30	511 Performance Polo Shirts All Sizes and Colors	71049		
31	511 Polo Shirts All Sizes and Colors	71182		
32	511 Valiant Duty Jacket	48153		
Total Pr	ice Proposal			

ITEM#	ITEM DESCRIPTION/SIZE	STOCK NUMBER	UNIT MEASURE	PROPOSED PRICE/EACH
33	Shoulder Patch( 3 Inch Diameter) Sheriff		Each	
34	Shoulder Patch( 3 Inch Diameter) Under Sheriff		Each	
35	Shoulder Patch( 3 Inch Diameter) Chief Deputy		Each	
36	Shoulder Patch( 3 Inch Diameter) Commander		Each	
37	Shoulder Patch( 3 Inch Diameter)Captain		Each	
38	Shoulder Patch( 3 Inch Diameter) Lieutenant		Each	
39	Shoulder Patch( 3 Inch Diameter) Sergeant		Each	
40	Shoulder Patch( 3 Inch Diameter) Deputy		Each	
41	Shoulder Patch( 3 Inch Diameter) FSO		Each	
42	Sergeant Stripes		Each	
43	Collar Tabs Rank Insignia- Sheriff		Each	
44	Collar Tabs Rank Insignia-Under Sheriff		Each	
45	Collar Tabs Rank Insignia-Chief Deputy		Each	
46	Collar Tabs Rank Insignia-Commander		Each	
47	Collar Tabs Rank Insignia-Captain		Each	
48	Collar Tabs Rank Insignia-Lieutenant		Each	
49	Two Line Rocker Strip to Read: Law Enforcement		Each	
50	Single Line Name Strip		Each	

Note: The County will consider substitutes, however there is no guarantee that any substitute will be accepted, awarded and/or included into the resulting contract.

## **Attachment 7 Equipment and Fitting Services**

## **Class A-Current Stock Levels**

Description	Quantity	Cost	Total
Men's L/S Shirts	99	\$58.40	\$5781.60
Men's S/S Shirts	149	\$58.40	\$8701.60
Women's L/S Shirts	61	\$58.40	\$3562.40
Women's S/S Shirts	148	\$58.40	\$8643.20
Men's Pants	22	\$157.70	\$3469.40
Women's Pants	19	\$157.70	\$2996.30
<b>Grand Total</b> \$26,668.80			

## Phoenix<sup>6</sup>



In following the tradition of the Phoenix product line, Survival Armor introduces the NIJ 0101.06 Phoenix<sup>6</sup> ballistic package. When designing the Phoenix<sup>6</sup> ballistic package, quality and officer safety were top concerns. The Phoenix line of ballistic protection offers our patented VisiBallistics with a combination of high performance ballistic materials for both maximum protection and comfort.

- \*Ballistic material combination for performance and comfort
- Pad suspension system
- VisiBallistics
- Available for all of Survival Armor's carriers
  - \*All of Survival Armor's NIJ 0101.05 ballistic packages are still available. **Special Threat Testing**
- 9mm 127gr SXT +P+ Ranger
- .357 Sig 125gr GDHP Speer
- 5.7 x 28 40gr V-MAX FN SS-197
- 7.62 x 25 85gr FMJ Tokarev
- FBI, DEA and MIL-SPEC-FRAG

## **Phoenix Level II Specs**

Model	Weight (lbs/ft2)	Thinness (in.)	V-50 9mm (FPS)	V-50 357 Mag
LC-II	1.01	.21	1592	1555
LC-FEM-II	1.04	.22	1593	1637

## Phoenix Level IIIA Specs

Model	Weight (lbs/ft²)	Thinness (in.)	V-50 .357 Sig (FPS)	V-50 .44 Mag
LT-3A	1.09	.24	1754	1580
TKU-FEM-IIIA	1.35	.25	1704	1553