



Office of the Sheriff

Rockingham County
Charles S. Massahos, High Sheriff

RCSO CONCEALABLE/TACTICAL BODY ARMOR **ROCKINGHAM COUNTY SHERIFF'S OFFICE**

You are hereby invited to submit proposals for **RCSO CONCEALABLE/TACTICAL BODY ARMOR** as specified in the attachments of this Request for Proposal.

The information necessary to complete the proposal is listed below and in Addendum A of this invitation.

Questions on the technical specifications of the Request for Proposal should be directed to **Captain James Lussier at (603) 679-9478**. Questions on bidding procedures can be directed to the Commissioners' Office at (603) 679-9350.

Proposal Instructions: Two (2) copies of the proposal should be submitted in a **sealed envelope** marked **RCSO CONCEALABLE/TACTICAL BODY ARMOR** to:

Rockingham County Commissioners
ATTN: RCSO CONCEALABLE/TACTICAL BODY ARMOR RFP
119 North Road
Brentwood, NH 03833

Proposals must be submitted to the above address **NO LATER THAN 3:00 P.M. ON FRIDAY, AUGUST 9, 2019** to be eligible for consideration.

If proposals are being sent via FedEx, UPS, or other mail carrier, please ensure that the mailing envelope/package is clearly marked **RCSO CONCEALABLE/TACTICAL/BODY ARMOR**. Envelopes/packages not marked with the name of the proposal may be misidentified and will be rejected. Other forms of submission (fax or email) will be rejected. Proposals received after the deadline will be rejected.

An electronic version of your proposal, via CD or flash drive, included in your sealed bid is welcomed.

Proposal Openings: Proposals will be opened publicly at a regularly scheduled meeting of the Board of Rockingham County Commissioners in the Commissioners' Conference Room, also known as the Maureen Barrows Conference Room, of Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH, on **Wednesday, August 14, 2019 at 08:30 AM**. Proposals will be taken under advisement at that time and will be awarded as soon as a complete review and comparison of the proposals received has been made by the Board of Commissioners.

Proposal Award: The proposal(s) will be formally awarded and announced publicly at a regularly scheduled meeting of the Board of Rockingham County Commissioners held in the Commissioners'/Maureen Barrows Conference Room located in the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH. Formal notification of proposal award to all proposers will occur immediately thereafter. Information on the award will also be available on the RFP/Bidding section of the County's website at: <http://co.rockingham.nh.us>.

RFP Prices: RFP prices are to remain in effect for a period of (60) days from the opening date of the proposal and are to remain firm once proposal is awarded to the successful proposer(s).

Performance Clause: If the successful awarded proposer/Rockingham County should default in the observance of the stipulations set forth in this Request for Proposal and any attachments thereto and such default is not corrected within 30 days of written notice from either party, the successful awarded proposer/Rockingham County shall have the option of canceling the proposal.

Contractual Obligations: In the event that contracts for the supply of materials, equipment, or services are required under the bid, the Board of Rockingham County Commissioners reserves the right to review said contracts and amend to comply with county legal requirements prior to signing by the appointed representative of the Board of Rockingham County Commissioners. All contracts entered into by Rockingham County are required to contain Non-Appropriation and Indemnification clauses. Sample language is provided below.

Non-Appropriation

Rockingham County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Rockingham County's then current fiscal year, subject to annual approval by the Rockingham County Delegation. Should Rockingham County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Rockingham County agrees to deliver prompt notification after any decision to non-appropriation is made, but failure to give such notice will not extend the term beyond such Original or Renewal Term.

Indemnification

To the fullest extent permitted by law, (ORGANIZATION) shall protect, indemnify, save, defend and hold harmless Rockingham County, including its officials, agents, volunteers and employees, ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of (ORGANIZATION) or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, (ORGANIZATION) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that (ORGANIZATION) officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

(ORGANIZATION'S) obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

Rockingham County shall not be required to defend or indemnify (ORGANIZATION) or its agents, employees, contractors or subcontractors or any professional service provider.

Insurance Requirements

The provider shall maintain at all times during the life of this contract the following insurance coverage. The provider must also require its subcontractors to maintain such coverage. Any request for modification of the coverage requirements must be submitted in writing with the proposal, and will be evaluated accordingly.

Workers Compensation Insurance: The provider shall carry workers compensation insurance as required by the State of New Hampshire.

Comprehensive General Liability Insurance: The provider shall maintain comprehensive general liability insurance policy, which includes coverage for contractual liability, in an amount of no less than \$1,000,000 per occurrence.

Motor Vehicle Insurance: The provider shall carry motor vehicle insurance to include bodily injury, property damage, and uninsured motorist, coverage in an amount of no less than \$1,000,000 combined single limit per accident.

Provider shall provide an insurance certificate confirming the above insurance coverage. The insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better.

The provider shall have professional insurance/errors and omissions insurance with limits of not less than \$1,000,000 each occurrence.

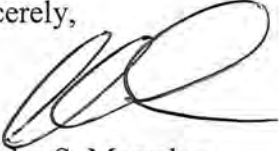
The provider shall file certificates with Rockingham County showing that the above insurance has been purchased.

A 30-day notice is required for cancellation and /or material change of coverage, sent directly to the Rockingham County Commissioners Office at 119 North Road, Brentwood, N.H. 03833.

NOTE:

The Board of Rockingham County Commissioners reserves the right to accept or reject any and all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of Rockingham County and to waive any bid formality.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Massahos', written over a light blue horizontal line.

Charles S. Massahos

Enclosures/Attachments

RFP – Addendum A
Rockingham County Sheriff's Office
Captain James Lussier, Operations Commander
(603) 679-9478
(603) 679-8044 – Fax

Rockingham County Sheriff's Office is seeking bids from vendors able to supply our agency with concealable/tactical body armor expiring June 30, 2020 as follows:

The vendor shall provide the following make and models of Ballistic Body Armor:

1. SX Armor, Model BA-200S-SX02-II, NIJ Standard:0101.06, Level II front, back and side protection ballistic panels available in both male and female configuration for all sizes.
2. 5"x8" impact trauma plate.
3. Two covert Xtreme carriers constructed of a breathable fabric with zippered or Velcro opening for insertion of ballistic panel. Straps shall be adjustable and removeable.
4. One V1 external carrier, zippered front opening, laser cut webless MOLLE loop with available pouches.
5. SX Armor, Model BA-3A00S-SX02, NIJ Standard:0101.06, Ballistic Level III front, back and side protection ballistic panels.
6. Protech Tactical Fast Attack Vest (FAV) with Advanced Webless System (AWS) compatible with 10" shooters cut SAPI Plates and officer extraction strap.

THE VENDOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Sizing - Provide at no additional cost, fittings and initial on-site sizing needed to achieve proper fit.
- B. Provide, at the time of delivery of all items ordered, a billing to the Rockingham County Sheriff's Office reflecting all sales slip numbers, purchase order numbers and individual names along with itemized prices for each sale.
- C. The vendor shall honor all manufacturer warranties associated with each piece of ballistic body armor purchased. Additionally, any vests needing tailoring to achieve proper fit at time of delivery shall be returned to the factory for necessary changes at no cost to the Rockingham County Sheriff's Office.
- D. All items ordered shall be shipped and delivered within 45 working days of such order.
- E. The Rockingham County Sheriff's Office pays net 30 days.
- F. The Rockingham County Sheriff's Office reserves the right to purchase any item located in this bid from another vendor, which is not awarded this bid, if the awarded vendor cannot ship or deliver the ordered item within 45 days.
- G. The department reserves the right to give approval to any item provided by the vendor, with regard to type, style, quality, construction, brand and may reject any item which fails to meet department standards.
- H. All items will be shipped without charge to the department, unless prior arrangements are made for local pick up.
- I. Each item must be priced individually.
- J. Prices quoted should not exceed NH State bid pricing:

https://das.nh.gov/purchasing/Docs/Notices_of_Contract/8001970%20Body%20Armor%20rev4.pdf

**Rockingham County Sheriff's Office
RCSO Concealable/Tactical Body Armor Bid List**

Period ending June 30, 2020

Category / Item / Description		Bid Price
Concealable Body Armor		
a	(1) SX Armor, Model BA-200S-SX02-II, NIJ Standard:0101.06, Level II front, back and side protection ballistic panels available in both male and female configuration for all sizes.	\$
b	(1) 5"x8" Impact trauma plate.	\$
c	(1) Covert Xtreme carriers constructed of a breathable fabric with zippered or Velcro opening for insertion of ballistic panel. Straps shall be adjustable and removeable. (Two will be purchased)	\$
External Carrier		
a	(1) V1 external carrier, zippered front opening, laser cut webless MOLLE loop with available pouches.	\$
Tactical Body Armor		
a	(1) SX Armor, Model BA-3A00S-SX02, NIJ Standard:0101.06, Ballistic Level III front, back and side protection ballistic panels.	\$
b	(1) Protech Tactical Fast Attack Vest (FAV) with Advanced Webless System (AWS) compatible with 10" shooters cut SAPI Plates and officer extraction strap.	\$

Date: _____

Bidder/Company Name

Contact Name

Contact Phone