



Notice of Need N27428

Ballistic Resistant Vehicle Glass/Panels

Date of Request: June 14, 2017

Response Due By: July 12, 2017, 2:00 PM, CST

Written responses and requests for information should be directed to:

Richard R. Rocha
Unified Government of Wyandotte County/Kansas City, Kansas
Office of Procurement & Contract Compliance
Fax: 913-573-5447
rrrocha@wycokck.org



SOLICITATION

NOTICE OF NEED

Ballistic Resistant Vehicle Glass/Panels

PURPOSE

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) is seeking proposals to provide and install “One Way” bulletproof glass and Armor door panel’s protection in the law enforcement vehicles. Respondents may include individuals or firms who can provide the services and meet the qualifications set forth in this solicitation.

The Unified Government desires a respondent that can provide a wide selection of NIJ Level IIIA Ballistic Panels (driver and front passenger doors) and “One Way” NIJ Level IIIA Ballistic Windows (front windshield, back window, driver and front passenger door) to fit our current fleet, a respondent to offer real answers and real solutions to with experience and knowledge to best serve the officers of Wyandotte County.

BACKGROUND INFORMATION

The Unified Government of Wyandotte County/ Kansas City, Kansas Is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

The Wyandotte County Sheriff’s Office was established in 1861 when Wyandotte County was a territory. The Sheriff is elected by the voters of Wyandotte County to serve a four-year term. The Sheriff’s authority is established and outlined by the laws of the State of Kansas. The Sheriff’s budget is provided and set by the County Commissioners.

The Unified Government of Wyandotte County/Kansas City, Kansas Sheriff’s Office is taking consideration of applying the ballistic resistant solution to twenty-five (25) vehicles of current fleet.

REQUIRED SCOPE OF SERVICES

The Unified Government of Wyandotte County is seeking a provider to provide and install “One Way” bulletproof glass and Armor door panel’s protection in the law enforcement vehicles on behalf of the Unified Government. Provider will procure a high-quality product, experience, and maintain the highest public standards for the safety of our officers. The provider will ensure that the equipment meets the standards set by (ANSI) American National Standards (SAE) the Society of Automotive Engineers (DOT) Department of Transportation, and (ASTM) American Standard Testing Materials. Ballistic testing provided by: H.P.White Laboratories Inc.

LOCATION/DELIVERABLE

The operator’s work will be performed in the Kansas City, Kansas Metropolitan area, timeline of vehicles per week, depends on how many vehicles in repair, etc. which will determine how many vehicles can be taken out of commission, also depends upon the length of time product installation requires.

FORM OF SUBMITTALS

In preparing the Notice of Need (NON), interested individuals or firms will need to provide information detailing their approach, pricing and experience strategy to successfully preform the proposed operations for the Unified Government Sheriff’s Department.

Respondents shall include information to address the following”

1. Cover letter
2. A description of background of the Respondent
 - a. Has your company engaged in any ligation in the last five years?
 - b. If so, please exemplify and what was the outcome?
 - c. Other similar government agencies services provided to.
 - d. Any other arrangements with local government of a similar nature.
3. Describe in detail the type of “One Way” Bullet Resistant Vehicle Glass, including:
 - a. Any proprietary hardware and equipment required.
 - b. Describe your level of protection. We are requesting NIJ Level IIIA or better.
 - c. Describe any level of non-functioning of window (open and close)
4. Describe in detail the type of Vehicle Armor Kits, including:
 - a. The level of protection. We are requesting NIJ Level IIIA or better.
 - b. Describe any proprietary hardware and equipment required.
 - c. Describe any level of non-functioning of door (open and close)
5. Proposed schedule and location site in KCK for installation operation.
6. Three (3) client references including the name, telephone number, and email address of the contact.
7. Pricing and Installation cost for NIJ Level IIIA Ballistic Panels (driver and front passenger doors) and “One Way” NIJ Level IIIA Ballistic Windows (front windshield, back window, driver and front passenger door):
8. Any innovative ways to help protect the officers (driver and front passenger doors) and (front windshield, back window, driver and front passenger door) of Wyandotte County.

EVALUATION FACTORS

The Notice of Need evaluation factors, not listed in order of relative importance, may consist of the following:

- Qualifications/Certifications of the respondent.
- Successful prior operational experience with a similar entity.
- Technical compliance "NIJ Level IIIA" or better of the offered goods/services.
- Proposal content and Clarity
- Startup, installation and execution plan

SUBMISSION AND RECEIPT OF NOTICE OF NEED

| Proposed Project Schedule Date | Event |
|--------------------------------|--|
| June 14, 2017 | Distribution of NON |
| June 22, 2017 | Deadline for respondents to submit written questions (Noon, CST) |
| June 29, 2017 | Deadline for answering questions from respondents will be provided (1:00, CST) |
| July 12, 2017 | Responses due before 2:00 p.m. CST |
| TBD | Notice to Shortlisted firms selected for interviews (if required) |
| TBD | Notice of Award |
| TBD | Project Start Date |

The listed dates in the "Estimated Project Timetable & Contract Term" are tentative and subject to change at the UG's sole discretion. The Unified Government reserves the right to change or extend any and all dates

The Unified Government reserves the right to schedule interviews with those candidates it deems to be most qualified.

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Please submit unbound one(1) marked original, three (3) hard copies and one electronic copy in Word or a PDF format on a flash drive of all documents in a sealed envelope with the name of the Notice of Need and #N27428 clearly marked on the outside of the envelope.

Your response, including the signature page set "Attachment A" and Debarment page out as, should be delivered as follows:

Day and Date Proposal is due: Wednesday, July 12, 2017

Time Proposal is due: 2:00 PM, Central Time

Send Proposal to: Unified Government of Wyandotte County / Kansas City, KS
Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064
Attention: Richard R. Rocha

All respondents may submit a completed copy of its response on the Unified Government's e-procurement site which can be accessed at: <https://purchasing.wycokck.org/eprocurement/Vendor Login.aspx>

*It is the respondent's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

Registration in the e-procurement system is required in order respond to this Notice of Need. Questions regarding the registration or upload process can be sent to Richard R. Rocha (rrrocha@wycokck.org:)

NON Key Points

- Read the NON in its entirety. Note key items such as: critical dates, qualifying and mandatory requirements, services required and proposal packaging requirements.
- Note the name, address, phone numbers and e-mail address of the "Designated Contact(s)", i.e., the only individual(s) you are allowed to contact regarding this NON 27428 as specified in instructions.
- All amendments, clarifications, Respondent questions with the Unified Government responses and any announcements relating to this notice of need will be posted on Procurement and Contract Compliance's website at <http://purchasing.wycokck.org/eprocurement/Vendor Login.aspx>
- It is the Respondent's responsibility to check the Unified Governments e-Procurement web site periodically for any updates. All information must be incorporated into the Respondent's proposals. Failure to include this information in your proposal may result in disqualification.
- Take advantage of the question and answer period. Submit your questions to the Designated Contact by the date listed in the Schedule of Events.
- Review the NON document and your proposal. Make sure all requirements are addressed and all copies are identical and complete.
- Submit your proposal on time. Proposals received after the date and time listed in the Submission and Receipt of Notice of Need will not be considered for award, and will be returned, unopened, to the sender.

Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the selected firm and are hereby made a part of the contract entered into between the Unified Government and the selected firm, unless specifically modified in writing:

Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the selected firm for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The selected firm shall pay the Unified Government occupation tax prior to execution of the Agreement.

The Unified Government shall file an application for property tax exemption with the Board of Tax Appeals for the Argentine Recreational Community Center. Should the exemption be denied, the selected firm shall be responsible for and pay all ad valorem taxes incurred each year on a timely basis.

Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the selected firm for any liability whatsoever.

Anti-Discrimination Requirements

During the performance of this Agreement, the selected firm agrees as follows:

The selected firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The selected firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The selected firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The selected firm will, in all solicitations or advertisements for employees placed by or on behalf of the selected firm; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The selected firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The selected firm shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the selected firm shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the selected firm may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the selected firm shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The selected firm shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The selected firm and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The selected firm will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Termination for Default

If the selected firm refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the selected firm in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the selected firm's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the selected firm the costs and expenses and reasonable profit for services performed by the selected firm prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the selected firm such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the selected firm because of the default.

Except with respect to defaults of subcontractors, the selected firm shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the selected firm has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the selected firm shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the selected firm to meet the contract requirements. Upon request of the selected firm, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the selected firm's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the selected firm's right to proceed under the provisions of this clause, it is determined for any reason that the selected firm was not in default under the provisions of this clause, and both the Unified Government and the selected firm agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the selected firm will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the selected firm is adjudged bankrupt or insolvent;
- If the selected firm makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the selected firm or any of his property;
- If the selected firm files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the selected firm repeatedly fails to supply sufficient services;
- If the selected firm disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the selected firm specifying the part of the contract terminated and when termination becomes effective.

The selected firm shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the selected firm will stop work to the extent specified.

The Procurement Officer shall pay the selected firm the following amounts:

All costs and expenses incurred by the selected firm for work accepted by the Unified Government prior to the selected firm's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the selected firm for work not yet accepted by the Unified Government but performed by the selected firm prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the selected firm shall not be allowed.

Disputes

All controversies between the Unified Government and the selected firm which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the selected firm for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the selected firm may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the selected firm by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the selected firm brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The selected firm shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the selected firm shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Representations

The selected firm makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 29-635 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the selected firm in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Availability of Records and Audit

The selected firm agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The selected firm agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the selected firm shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Assignment

Neither the selected firm nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

No Limit of Liability

Nothing in this Agreement shall be construed to limit the selected firm's liability to the Unified Government as such liability may exist by or under operation of law.

Indemnification

The selected firm shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to the selected firm's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Insurance

Within ten (10) consecutive calendar days of award of contract, Successful Respondent must furnish the City with the Certificates of Insurance proving coverage as specified in the specifications and naming Unified Government of Wyandotte County its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result breach of the contract. Unless different requirements are called out elsewhere in the NONs general insurance requirements are:

1. Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per occurrence, provided that such deductible is disclosed to Unified Government of Wyandotte County, in writing, at the inception of the contract..
2. Comprehensive Automobile Liability Coverage including - as applicable - owned, non-owned, and hired autos, in an amount not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form.
3. Workers' Compensation Insurance: as required by State statutes.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim, and CONSULTANT shall maintain such coverage for at least four (4) years from the termination of the contract. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$10,000 per claim, provided that such deductible is disclosed to Unified Government of Wyandotte County in writing, at the inception of the contract.
5. Unified Government of Wyandotte County to be named as an Additional Insured on the above-captioned insurance coverage's as respects Unified Government of Wyandotte County interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate to the City prior to commencement of work under this agreement; and by presenting to Unified Government of Wyandotte County an endorsement to the policy signed by an officer of the insurance company within ten (10) days of the inception date of this agreement.
6. All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
7. Insurance policies to be in a form ad written through companies acceptable to Unified Government of Wyandotte County; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

ATTACHMENT

1) Signature Page "Attachment A"

Attachment A - Signature Page

By submission of this response, the undersigned certifies that the respondent has the full authority to execute the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Authorized Representative: _____

Signature: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of 120 days.