

CITY OF JASPER, ALABAMA
P. O. Box 1589
400 19th Street West
Jasper, Alabama 35502

Date: October 1, 2020

Bids to be opened at 11:00 A.M.
Date: November 9, 2020

To Whom It May Concern:

Sealed bids will be received by the City of Jasper, Alabama, at Purchasing Agent's office in Jasper, Alabama, until the above time and date, and then opened as soon thereafter as practicable.

Derleda Abrom, Purchasing Agent
City of Jasper, Alabama

Specifications: BULLET RESISTANT VESTS

SEE ATTACHED SHEETS

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

TO BE COMPLETED BY BIDDER

We are in position to furnish the above at the prices shown and can make shipment within _____ calendar days after receipt of order. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

Name of Firm

By _____
Name

Title _____

(Bids made out in pencil will not be accepted.)

ALL BIDDERS MUST USE OUR BID FORM AND SHOW ON ENVELOPE THE OPENING DATE.

CITY OF JASPER, ALABAMA

POLICE BULLET RESISTANT VEST

1.0 SCOPE:

This is to establish a contract to obtain bullet resistant vests. These minimum specifications describe the vests to be used for the City of Jasper Police Department. The number of vests is unknown and will be purchased as needed throughout the contract period. The contract period will be twelve-months from the date of contract award with an option to issue a second and third contract with same pricing, terms and conditions and agreement by both parties for second and third twelve-month periods.

Any rebates/ incentives offered by the manufacturers after the bids have been opened will be passed to the City of Jasper. All bids can be held for a period of sixty days after bid opening before awarding the contract.

Whenever in this invitation, any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description only, and will be deemed to be followed by the words, "or equal". Bidder is to show that the alternative product is, in fact, equal to the product required in the specifications must provide proof satisfactory to the City.

Bid will be awarded to the lowest responsive and responsible bidder. The determination of lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of experience, delivery promise, compatibility as required, other costs, or other objective and accountability factors which are reasonable.

Bidder shall complete every space in the specification bidder proposal column with a check mark to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet specifications and can cause rejection of bid. Any exceptions to specifications or conditions must be listed on a separate sheet and attached to bid proposal.

All requests for interpretation of any portion of bid may be made by telephone to the City Purchasing Agent at (205) 221-2100, ext. 108. All replies will be given verbally and a copy of any inquiry and advise, if deemed vital by Purchasing Agent, will be made available to each prospective bidder

All bids/proposals shall be submitted in the form and manner indicated by the bid documents and bid forms. Any bid /proposal which is not submitted in form and manner indicated which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for the purposes of making an award, or which alter any proposal terms, conditions specifications, or forms, which has not been previously by written addendum from Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive and shall be rejected. Any proposals that do not fully respond to all detailed specifications or requests for information including execution of proposal forms may be declared "non-responsive" and recommended for rejection.

The attached product specification details the style and quality of concealable soft body armor vests intended for use by male or female members of this agency. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.

The concealable body armor shall be the Safariland SX Series or equivalent that meets or exceeds the Federal Bureau of Investigations Body Armor Test Protocol and complies with National Institute of Justice (NIJ) Standard 0101.06 Ballistic Resistance of Personal Body Armor for Type II classification. Bids based on body armor models made by manufacturers other than Safariland must be clearly identified as such; those bidders must include: a male and female sample, full product descriptions, drawings and/or photos, technical specifications, as well as a list of at least (10) law enforcement agencies currently using that model armor for reference with their bid. **Bidders failing to submit this supporting documentation will be rejected from the bid.**

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the Police Department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency is entirely on the vendor. The bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) utilizing the methodology found in the Federal Bureau of Investigations Body Armor Test Protocol and comply with National Institute of Justice (NIJ) Standard 0101.06 Ballistic Resistance of Personal Body Armor for Type II classification, **no exceptions will be considered.** **Models certified under earlier standards and grandfathered into compliance will be rejected.**

Bidders offering a product other than Safariland or equivalent with multiple models as alternatives will be rejected. Those bidders offering products other than Safariland must provide test results of any and all rounds that exceed National Institute of Justice (NIJ) Standard 0101.06 Ballistic Resistance of Personal Body Armor. This NIJ abbreviated testing is commonly known as "Special Threat" testing; testing of such rounds must be conducted by an NIJ approved laboratory. **Failure to provide such documentation at time of bid will be cause for rejection.**

2.0 GENERAL MINIMUM REQUIREMENTS:

The requirements in this specification describe minimum acceptable standards for concealable body armor for the Police Department. The intent is to purchase state-of-the-art concealable body armor with optimum protection with a high degree of wearability. All bidders shall adhere strictly to the requirements stated herein. Compliance, warranties, and/or deviations from this specification are to be noted; a complete justification for any and all deviations is to be furnished in a separate document "**Deviations from Specifications**" and submitted with the bid package. Only products of manufacturers that meet or exceed these specifications will be considered. **Bids from manufacturers other than the specified model must demonstrate product equivalency by submitting full product descriptions, technical specifications, test reports, a complete bid sample - male and female - as well as other requested information set forth in the following specifications. The Police Department reserves the right to reject any and all bids, to waive any informality in bids and to accept any item in the bid.**

2.1 QUALITY REQUIREMENTS:

All materials are to be clean, brand new and free of any defects. All workmanship is to be of first quality. No defect that may affect the performance, wearability, or durability of the vest will be tolerated. The Police Department shall have the sole right to determine if this and all other requirements have been met.

2.2 ORIGIN OF MANUFACTURE:

Only vests assembled entirely by United States citizens or persons who have legally immigrated and/or applied for United States citizenship will be considered for purchase.

3.0 DESIGN REQUIREMENTS:

The concealable soft body armor described herein is intended for primary use as an undergarment-worn concealed under a uniform or other type of shirt. The ballistic vest shall consist of two primary components- the BALLISTIC PANELS which consist of the ballistic panels enclosed by a protective BALLISTIC PANEL COVER and the BALLISTIC VEST CARRIER or "outer-shell".

3.1 GENERAL DESIGN and USER COVERAGE:

The soft body armor must provide maximum practical protective coverage for male and female officers for everyday wear. However, it must not bind or restrict user mobility or wearability. The intent is to provide full wrap or overlap

protection of the torso - coverage is to be the maximum available consistent with wearability needs. This is defined as a vest with "full wrap" side panels that "butt fit" at the sides, with no more than 1" gap or overlap design in which the side panel overlaps for the highest degree of coverage. Suitable relief 1-2" should be allowed between the bottom edge of the vest and the duty belt while standing so that no binding occurs when the officer is in a sitting position. Ample relief must be provided in the armpit region for maximum mobility and a 2"-3" scoop neck must be provided to maintain concealability and prevent the armor from showing when **worn under a shirt with an open collar.**

4.0 BALLISTIC PANELS:

This bid is for Safariland ballistic vest model SX Series SX02 and SX02F or equivalent.

5.0 BALLISTIC VEST CARRIER:

Bids for three ballistic vest carriers must be included by the successful bidder. The carriers are described as Safariland models M1, P1 and V1 Side pocket/Front pocket.

6.0 QUALITY CONTROL AND PRODUCT CONSISTENCY:

Any manufacturer bid must have a comprehensive Quality Control Program, which includes a written Q.C. Policy and the minimum quality assurance steps shown in 6.2-6.6, below. The manufacturer must also be Quality Certified by an accredited Quality registrar to the ISO 9001 standard. All documents and data must be made available for inspection upon request. **A copy of both the quality control policy and the ISO 9001 certificate of registration must accompany this bid.**

6.1 PRODUCT CONSISTENCY:

The manufacturer must warrant that all shipments of each certified model will be identical in design and constructions to that which was originally certified. The manufacturer and NIJ must have retained samples from the original certification for verification and/or inspection. **No substitutions will be allowed without the prior written approval of the Police Department.**

6.2 SERIALIZATION:

All vest must be serialized, 100% inspected, and traceable. All procedures and quality data must be **available to the Police Department for inspection upon request.**

6.3 FIBER AND FABRIC PROPERTIES:

Each lot's critical fiber properties (denier, # of filaments, fiber type, tenacity, and elongation at break) must have been certified by the fiber manufacturer. Each lot's critical fabric properties (weave, warp & fill 6.2 ends/inch, basis weight, thickness, yam and fabric tensile properties, 9mm and .357 Mag. V-50 ballistic limits) must have been certified by the fabric manufacturer.

6.4 MANUFACTURER PROPERTY CHECKS:

The vest manufacturer must also recheck critical fabric properties (fiber/fabric property certification, weave type, warp and fill ends/inch, basis Weight, and 9mm/37Mag. Penetration resistances) of each shipment received prior to its use in manufacturing ballistic vests.

6.5 CONTINUED PERFORMANCE: The manufacturer must warrant that the NIJ certified model will continue to perform at its established V-50 Ballistic Limit levels, as demonstrated by independent laboratory tests, within a normal variation of +/-3%, throughout the five year service life of the vest.

6.6 PLANT INSPECTIONS: The manufacturer must allow unannounced plant and data inspections if the Police Department wishes to conduct them, at any time during or after the production of the Police Department's vests. (Note: All Police Department plant visits and/or ballistic tests will be paid for by the Agency.)

7.0 PRODUCT WARRANT and CUSTOM FIT:

7.1 VEST PERFORMANCE WARRANTY: Assuming normal use and lack of abuse, each vest must be warranted to provide protection as stated on the protective panel label and to be free of defects in material and workmanship for a period of five (5) years from the date of purchase.

Outer carriers must be guaranteed against defects in workmanship for twelve (12) months from date of purchase.

7.2 CUSTOM FIT: Each vest must be custom fit and made to measurements. All measurements must be performed by factory trained personnel. If a manufacturer is bidding directly, a detailed service plan for agency fitting and provisions for local customer service must be provided with this bid.

7.3 FIT GUARANTEE: The fit of custom-measured vests must be guaranteed. Bidder and/or manufacturer must agree to provide alterations or replacement free, until the wearer is satisfied. Note: Officer must request alterations within 2 weeks of issue and not mark on vest or carrier prior to satisfaction of fit. After 2 weeks an alteration fee applies.

7.4 PACKAGING: Each vest must be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box.

7.5 Delivery: Each ballistic vest ordered should be delivered to the Police Department by the manufacturer within eight (8) weeks of date of order and no later than twelve(12) weeks from the date of order.

8.0 INSURANCE REQUIREMENT:

8.1 PRODUCT LIABILITY: Qualified bidders shall agree to provide a minimum of \$10,000,000 (USD) in product liability insurance coverage on delivered vests. A copy of the manufacturer's liability insurance showing proof of \$10,000,000 (USD) liability insurance must accompany this bid.

9.0 PROOF OF STABILITY:

9.1 Qualified bidders must have an established store with regular business hours. Only manufacturers that have been in business at least three years are eligible.

10.0 REFERENCES: Upon request, qualified bidders must furnish a list of other agencies that their brand has been supplied to over the past three years.

Note: Manufacturers may submit this list directly to the Purchasing Department. All lists will be held confidential.

11.0 PROTEST: Any protest based on the selection and performance criteria of this specification will be disregarded. The agency retains the right to reject any bids based upon non-conformance of the afore-mentioned detailed specifications.

12.0 OPTIONAL DESIGN REQUIREMENTS:

Below are items that must be offered as options to be utilized in conjunction with the concealable body armor:

Ballistic Plates: The following optional; removable Special Threat Plates must be offered as optional items:

Optional **Hard armor plate-** Protech's Impac-HT. The specifications are listed in appendix 5.

Trauma Pacs: The following TRAUMA only insert must be offered as optional items:

Optional soft trauma insert: Safariland SBA-MAP. The specifications are listed in appendix 6.

**CITY OF JASPER, ALABAMA
POLICE BULLET RESISTANT VEST
BID SHEET**

Name of Bidder: _____
Address of Bidder: _____
Phone Number: _____ Facsimile Number: _____
Contact Information: _____
E-Mail Address: _____ Federal Tax ID#: _____
Brand of Body Armor Bid: _____
Male Model Description: _____ Female Model Description: _____
Note any deviations from specifications (if none write "None"): _____

Check here if additional sheets are attached otherwise it is understood that no other documentation is relative.

Individual Item Bid Pricing

Safariland SX-02 (Male) Vest \$ _____
Safariland SX-02F (Female) Vest \$ _____
Safariland M1 concealed carrier \$ _____
Safariland P1 concealed carrier \$ _____
Safariland V1 Side Pocket/front pocket external carrier \$ _____
Pro-Tech Impac-HT ballistic plate \$ _____
Safariland soft trauma insert \$ _____

I certify that the information furnished in this bid package and all accompanying information is truthful and representative of the facts as I understand them. Bid prices are effective immediately upon acceptance by the City of Jasper and remain in effect for one year unless the contract is renewed.

The City of Jasper, Alabama, reserves the right to extend this contract for two (2) additional 12-month periods if agreed upon by both parties (The City of Jasper and the supplier or manufacturer awarded the bid).

Printed Name

Signature

Date

Title