



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
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J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

March 23, 2015

INVITATION TO BID #15-25

Sealed bids for full coverage body armor for the City Of Birmingham for a period of one (1) year and month to month thereafter upon mutual agreement of both parties will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., April 22, 2015, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

Bids are to be submitted **on the bid form provided** and all quotations are to be f.o.b. Birmingham, Alabama delivered.

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID-BODY ARMOR-2:00 P.M., 04/22/15**". Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P. O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be shipped to 710 North 20th Street, and specify delivery to P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., April 22, 2015. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

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Attachment
BN 03/27/15

**SPECIFICATIONS FOR FULL COVERAGE BODY ARMOR
BIRMINGHAM POLICE DEPARTMENT**

General:

The City of Birmingham is seeking bids for the supply of full coverage (personal) body armor. The City intends to award to the lowest priced, responsive, responsible bidder meeting specifications on a total lot basis.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

The proposed contract shall extend for a minimum time frame of one (1) year with month to month extensions thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty four (24) months. Prior to the end of the initial contract year, or during any extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) day notice if they wish to terminate the extension period. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

The contract(s) shall become effective from the date noted in the Notification of Award Letter, which will be mailed to the successful bidder(s).

Successful bidder shall not assign this contract to any other party without the prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive bidder.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of this contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City reserves the right to terminate this contract and to seek new bids any time the City determines that the product being supplied is failing to perform satisfactorily.

Contract award to purchase the material covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

The Birmingham Police Department estimates its annual usage to be approximately 200 units of body armor, but does not guarantee the purchase of any specific or minimum quantity of armor during the term of the contract. The successful bidder agrees to supply the same or equal model of body armor (to be approved by the City of Birmingham prior to any change in model or brand) at the bid price for a period of twelve (12) months from date of bid award and month to month extensions thereafter. During this period, purchase orders will be issued for armor as needed at the bid price.

Vests are to be fitted to the individual wearer in accordance with generally accepted sizing practices. Vendor shall provide a listing of all the sizes normally considered stock/off-the-shelf sizes which will be available for emergency requirements. Custom sizes and modifications shall also be available on a no charge basis. Measurements shall be taken at locations provided by the Birmingham Police Department. On-site measurements must be coordinated with the Police Department and successful bidder shall be available within five (5) working days of notification to provide measuring service for the term of the contract. The patterning system shall have design parameters to provide for properly fitting "athletic, average and portly build" individuals.

Bidders are also requested to bid an optional external carrier. Carrier will not be a factor of consideration in determination of the low bidder unless purchased at the time of award.

General cont'd

All bids submitted are to be F.O.B. City of Birmingham Police Distribution Center, 1710 1st Avenue North, Birmingham, AL 35203-2010 Monday through Friday, 8:00 a.m. til 4:00 p.m.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order dollar amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

Bids may be solicited for any product included in this contract where an immediate emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered.

The City has limited storage space, so timely delivery shall be a consideration. The successful bidder shall guarantee full delivery within forty five (45) calendar days of receipt of order.

The City's standard payment terms are net 30 days from acceptance. Exception may be allowed for discounted early payment, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check, or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check will be forfeited.

Any questions concerning these specifications should be addressed to Charles Lindsey; Purchasing Division, phone (205) 254-2265, fax (205) 254-2484, between the hours of 8:00 a.m. and 3:00 p.m. CST, Monday through Friday.

Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by Code of Alabama, Section 41-16-50, in determining the low bidder.

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (office or employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

SPECIFICATIONS FOR FULL COVERAGE BODY ARMOR BIRMINGHAM POLICE DEPARTMENT

THREAT LEVEL II

Specific:

1. SCOPE:

This specification fully describes the minimum requirements for furnishing concealable, bullet resistant, soft body armor. The soft concealable body armor as described herein shall be the **NIJ Certified Models UG062XG and UG062XG-F**, as manufactured by GH Armor Systems, a brand of Sentry Armor Systems Inc. or equal. The soft body armor alone without any additional plates, cores or accessories shall provide a minimum of threat **Level II** ballistic protection as described by the National Institute of Justice's **NIJ Standard-0101.06**. All armor provided must be in complete compliance with this specification, as well as provide compliance to the aforementioned N.I.J. Standard for both labeling and ballistic performance.

There shall be three (3) outer-shell carriers included with each vest. The carriers shall have tails to assist in preventing the vest from riding up. All carriers shall be constructed with a six (6) strap closure system.

Additionally, all Body Armor Manufacturers participating in this bidding process must have a certified **ISO 9001:2008 Quality Management System** implemented & maintained. Manufacturers, their Representatives, and/or vendors desiring to submit for this solicitation are wholly responsible for providing proof of compliance. Documentation such as but not limited to Certifications, Test Reports, Samples, Diagrams & Drawings will be required. Supporting documents must be delivered to the specified address or location on or before stated close of bid Time & Date. Only armor which meets all requirements will be considered.

IMPORTANT: Comfort and wearability of this garment are paramount considerations in the evaluation of any body armor bid. Superior ballistic characteristics are extremely important, but only if the armor is worn. Officers will not wear body armor that is not comfortable or restrictive as relates to allowing the officers to perform routine functions due to poor wearability of any body armor bid.

2. BIDDER COMPLIANCE FORMAT

Bidders shall check (✓) each and every paragraph in the appropriate column provided on the right edge of the page as to compliance or non-compliance with specifications. Exceptions will be allowed to items that are not listed as "No Exception" if they are equal to or superior to that specified and provided they are listed and fully explained on the exceptions page. The purchaser shall be the sole judge of equality and the decision of the City of Birmingham shall be final. Bids taking total exception to the specifications will not be accepted.

SPECIFICATIONS FOR FULL COVERAGE BODY ARMOR BIRMINGHAM POLICE DEPARTMENT II	Bidder Complies	
	YES	NO
<p>3. REMOVABLE OUTER SHELL/ CARRIER: Each individual piece of soft body armor must be provided with a removable Outer shell in order to allow the removal of the ballistic components for laundering. The Outer shell will be constructed with a 65/35% Poly-Cotton face with a Teflon finish for added stain resistance. The interior or Body side of the removable cover will have an Akwadyne® Finished, Cool-Comfort Mesh liner on the body side to allow for air circulation to reduce heat buildup. This agency recognizes that trauma plate pockets sewn onto the ballistic panel cover only increases the opportunity for water intrusion. As a result, this agency will only purchase armor that incorporates a pouch located on the upper midsection of the front carrier to accommodate a 5" x 8" and 8" x 10" trauma reduction device for the male model and 5" x 8" for the female model.</p>		
<p>4. BALLISTIC PANEL CONSTRUCTION The Ballistic Panel shall be constructed of Kevlar® Comfort XLT and Goldflex® with a thickness of 0.24". Areal Density of the ballistic panel is to be 0.96 lb/sq ft or 15.36 oz/sq ft. Each Ballistic Panel will be enclosed in a 70 denier Rip-Stop Nylon with Urethane Coating and Heat Sealed Seams for Water Repellency. Each panel shall include a moisture management system.</p>		
<p>5. MOISTURE MANAGEMENT SYSTEM Each vest is to have a moisture management system that encompasses each of the ballistic panels. Bidder to provide a detailed description of the system.</p>		
<p>6. MALE AND FEMALE DESIGN REQUIREMENTS Each model shall be certified separately in accordance with NIJ Standard-0101.06 in both male and female configurations. All body armor shall be designed with both the comfort and safety of the wearer in mind, with corresponding designs that include curved edges, sufficient coverage and lacking gaps to provide protection. Panels shall extend from the sternum and clavicle to approximately 1" above the duty belt or as desired by the wearer so as to provide coverage and mobility of movement. Female body armor shall be certified separately from the male model and designed using female-specific structured design that corresponds with the female form. The female design shall provide smooth, contoured seams to eliminate bulk in the bust area for a natural, sculpted fit to absorb impact energy effectively. Positioning of the apex of the bust shall incorporate custom measurements and individual cup grading to provide proper location of the bust curvature without compromising coverage around the neck and sides of the panel. The female carrier shall include angled strapping for both security of attachment and support as well as increased loop surface area for increased customization of strap location and adjustment.</p>		
<p>7. CERTIFICATION LETTER & TEST REPORTS Each bidder must submit the following documentation for the vest being offered: a) NIJ Letter of Compliance with NIJ Standard-0101.06 b) HP White or US Test Labs Independent 0101.06 Test Report Summary c) ISO 9001:2008 Quality Management System Certificate d) Manufacturers NIJ Performance Data & Technical Summary Report</p>		

SPECIFICATIONS FOR FULL COVERAGE BODY ARMOR BIRMINGHAM POLICE DEPARTMENT II	Bidder Complies	
	YES	NO
<p>8. CERTIFIED SIZE RANGE Each model submitted shall be certified to NIJ 0101.06 Protocol inclusive of C1 (smallest) to C5 (largest) Size Range for the maximum and minimum surface area of armor sizing templates. Models not certified to include all sizes within the C1 to C5 Size Range shall not be accepted.</p>		
<p>9. TRAUMA INSERT All vests shall be provided with a Trauma Reducing Insert measuring 5"x8" with a calculated areal density \geq .55 lb/sq ft or 8.8 oz/sq ft. Each trauma insert will be constructed of 100% unidirectional laminate or 100% Woven Aramid Ballistic Fabric. Each 5" x 8" plate will be enclosed in a 70 denier Rip-Stop Nylon with Urethane Coating for Water Repellency.</p>		
<p>10. VEST IDENTIFICATION LABELS Vests shall be labeled in accordance with N.I.J. Standard-0101.06. The label material shall be suitable to assure that the label itself shall withstand wear and/or laundering. The label shall remain readable during the guaranteed life of the outer shell and ballistic panels.</p>		
<p>11. SERIALIZATION & LOT NUMBERING All armor will be delivered with individual serialization for front & back panels. Each serial number shall be traceable to the Customers original Sales Order Number. In addition, each Sales Order Number will be linked to a Lot number that can be traced back to each Critical Ballistic Material "CBM" used in a vest's construction.</p>		
<p>12. FIT, FINISH & COVERAGE The delivered vest must be available in both male and female versions. Each vest delivered shall provide front, back, and complete side protection. The vest shall be available with a choice of meeting at the sides, front to back wrap or a back to front wrap. Female vests should only be available to meet at the side to ensure proper comfort and fit. All corners of the vest must be rounded to avoid chaffing of the body. The vest design shall allow it to be worn comfortably while being concealed under a shirt or outer garment. Each version shall be designed to assure optimum fit for the gender for which it is intended. All units will be delivered in New Condition with no flaws in color, material or workmanship.</p> <p>Male Standard Sizing Coverage:</p> <ul style="list-style-type: none"> • Small SR/SRR: 314.58 Square Inches • Medium MR/MRR: 371.84 • Large LR/LRR: 440.10 • X Large XLR/XLRR: 511.00 • 2X Large 2XR/2XRR: 553.80 • 3X Large 3XR/3XRR: 630.94 		
<p>13. PRODUCT WARRANTY The manufacturer shall warrant its Ballistic Panels for 5 years and its removable, washable Outer shells for 12 months against defects in material and workmanship. This warranty is extended to the original owner and will be considered null & void if altered by anyone other than the manufacturer.</p>		
<p>14. ISO 9001:2008 QUALITY MANAGEMENT SYSTEM The successful manufacturer shall have implemented & maintained an ISO 9001:2008 Quality Management System. The quality program must insure appropriate levels of quality throughout all areas of contract performance.</p>		

SPECIFICATIONS FOR FULL COVERAGE BODY ARMOR BIRMINGHAM POLICE DEPARTMENT II	Bidder Complies	
	YES	NO
15. PRODUCT PACKAGING & DELIVERY All Armor Units will be delivered in individual plastic bags with warranty cards and optional equipment enclosed. All vests will be enclosed in New Corrugated Cardboard Boxes and of suitable quality to ensure that each unit is delivered to customer as it left the factory in Brand New Condition.		
16. PRODUCT LIABILITY INSURANCE Manufacturer of submitted armor shall provide proof of product liability insurance in the amount of \$24,000,000 or greater. This policy must be in force at least one (1) month prior to bid opening. Insurance carriers must be admitted under the State Insurance Rules. <u>Certificate of insurance naming the purchaser as an "additional insured" must be presented to the City within ten (10) days of notice of award, prior to commencement of any work and prior to issuance of any payment and include the bid number.</u>		
17. SAMPLE REQUIREMENTS Bidder must provide two (2) sample vests, one (1) male model size 42"-44" regular and one (1) female model size Large regular with "D" cup contour within five (5) working days notice to provide. Vests will be used for evaluation purposes and may be subject to destructive tests and evaluation procedures.		
18. DELIVERY Successful bidder shall deliver vests within 45 days from date of receipt of purchase order throughout the term of the contract.		

SPECIFICATIONS FOR FULL COVERAGE BODY ARMOR BIRMINGHAM POLICE DEPARTMENT Optional External Carrier	Bidder Complies	
	YES	NO
Uniform style carrier, functionality of a vest		
Cordura fabric – Navy color to closely match City of Birmingham uniforms		
2 front pockets		
4 point adjustable carrier – adjustable low profile Velcro side and shoulder closure points. One strap for each shoulder and two straps for each side for a six (6) strap closure system.		
Microphone clips – both shoulders		
Ballistic panel suspension system		
Removable panels – low profile inverted zipper closure – bottom loading entry		
Badge tab (thread grommets)		
The external carrier will not be a factor of consideration of award. This item is Department approved for personal purchase by officers and each officer is liable for sales tax on this item.		

Bid Form

W.E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for full coverage body armor for the City of Birmingham, in accordance with your invitation to bid and specifications dated March 23, 2015. Prices are f.o.b. Birmingham, Alabama delivered and I am bidding in accordance with specifications except as listed below.

Approx Qty	Description	Make/Model	Unit Price	Extended Total
200	Threat Level II		\$	\$
OPTIONAL EXTERNAL CARRIER				
	External Carrier		\$	
Grand Total				\$

BID FORM cont'd

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda
(addenda numbers)

This page must be returned with bid.

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. BID AWARD NOTICE ADDRESS
- 2. PURCHASE ORDER ADDRESS
- 3. REMITTANCE ADDRESS (and NAME if different than above)