



Invitation to Bid – Soft Body Armor Vest
Solicitation #: 421-0515-34
May 4, 2015

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CDT, May 25, 2015**, and then publicly opened and read aloud for the purchase of a Soft Body Armor Vest.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

Bid Instructions

To be considered, you must submit:

1. A completed bid sheet as furnished with this invitation to bid.
2. Copy of Manufacturer's specifications that will be used to evaluate the items bid.
3. Any exceptions to specifications must be noted and explained in a separate attachment to the bid.
4. All other required submissions as noted within the special conditions section of this invitation

The bid form must be signed by an individual with the authority to bind the bidder. All bid documents shall be returned to:

Purchasing Agent , City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Soft Body Armor Vest** and opening date of bid, **May 25, 2015**.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or e-mailed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance

All costs of preparing a bid and all costs of delivery of said bid shall be the responsibility of the bidder.

1. SCOPE

The City of Columbia Police Department is seeking sealed bids to purchase concealable soft body armor vests intended for use by male and female members of the Columbia Police Department. All vests shall provide protection against labeled projectile penetration while reducing blunt force trauma and vest distortion to acceptable levels. The City will further consider awarding the bid for a period of three years during which time the vendor may be allowed to adjust pricing based upon conditions further described herein.

2. GENERAL CONDITIONS

General conditions as listed below shall apply to this Invitation to Bid unless those general conditions conflict with other terms and conditions as further defined within this invitation. In the event of such a conflict the invitation to bid shall be the controlling document.

- a. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

- b. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
- c. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
- d. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
- e. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
- f. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
- g. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on

per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.

- h. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
- i. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within ninety (90) days after receipt of order, unless otherwise stated in the specifications.
- j. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits as may be required
- k. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
- l. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
- m. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent for the City of Columbia, 707 North Main St., Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
- n. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
- o. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
- p. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
- q. **Financial Statements:** Financial statements will be submitted upon request.

- r. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

- s. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

3. SPECIAL CONDITIONS

- 3.1 All prices shall be FOB Columbia Police Department and shall be considered to be unit prices and not subject to quantity discount unless so stated by the vendor in the original bid package submitted.
- 3.2 The successful bidder shall provide personnel to take measurement of individual officers. This measurement shall be conducted on site at the Columbia Police Department and all cost associated with this measurement and fitting process shall be included in the unit bid price of the vest.
 - 3.2.1 The City of Columbia Police Department shall work to minimize the number of days needed for officer measurement
 - 3.2.2 The successful bidder shall also have provisions, for on site or local locations, for future vest measurements as additional vests are purchased.
- 3.3 Any vest that does not fit properly shall be returned to vendor for alteration. All such fit adjustments shall be performed and the vest returned to the Columbia Police Department within twenty (20) days or less after receipt of vest by the vendor.
- 3.4 Vendor shall submit along with the bid the specifications of the vest bid listing all materials used in the ballistic panel
- 3.5 Flexibility, concealment and comfort shall be some of the determining factors used in the awarding of the bid.
- 3.6 For evaluation purposes, the vendor shall submit a sample vest to the Columbia Police Department for inspection. The vest shall be a male’s size forty four (44) regular. The vendor shall be responsible for all shipping costs, including the cost of returning the vest. Contact information regarding shipment of the samples may be found below. Vest shall be returned after evaluation or accepted as part of the initial order.

4. INSURANCE

The successful vendor shall purchase and maintain in force, at his own expense **if requested by the City**, such insurance as will protect him and the City from claims which may arise out of or result from the Vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Vendor shall furnish a copy of an original Certificate of Insurance if requested, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$110,000 CSL.
4. WARRANTY – The vendor shall as part of the bid package provide proof or certification that the vest are warranted for a period of time that shall equal or exceed those listed below.
 - 4.1 The ballistic panels shall be warranted for five (5) years from the date of delivery.
 - 4.2 Outer covers or carriers shall be warranted for a period twelve (12) months from the date of delivery.
5. CONTACT INFORMATION –

Captain Troy Potts	Office Phone: (931) 388-0182
Columbia Police Department	Fax Number: (931) 540-5227
707 North Main St	E-Mail: atpotts@columbiatn.com
Columbia, TN 38401	
6. DELIVERY – The awarded vendor shall be expected to deliver all vests within seventy (70) days of the issue date of the purchase order.
7. PAYMENT – Payment will be made within 30 days after receipt and acceptance of vest by the Columbia Police Department. Payments will be allowed for partial shipment.
8. MULTI YEAR AWARD - The City of Columbia will consider awarding the lowest, responsible, responsive bidder a contract for purchasing soft body armor for period not to exceed three years. Any multi year award would be subject to the following:

- 8.1 The vendor's desire to contract for a three year term as acknowledged at the time of the original bid.
- 8.2 The award would be for an initial one year period with two successive annual extensions at the option of the City and subject to appropriation of funds by the City for such purchases.
- 8.3 Price adjustments based upon documented changes in the costs to the vendor as a result of increase in the cost of manufacturing or shipping. Increase in vendor profits shall not be allowed.
- 8.4 The City reserves the right to cancel the award at anytime based upon adjusted pricing.

9. **RESTRICTIVE OR AMBIGUOUS SPECIFICATION**

It is the responsibility of the prospective bidder to review the entire Invitation to Bid and notify the Purchasing Agent if the specifications are formulated in a manner that would unnecessarily restrict competition or are worded in such a manner as to be ambiguous. Such notification must be received by the Purchasing Agent no later than 12:00 p.m CDT on Thursday , May 21, 2015.

10. **REQUESTED ON BRANDS OR EQUIVALENTS:** References to brand names, trade names, model numbers or other descriptions of specific brand products are made in order to indicate a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is submitted with the bid. It shall be the responsibility of the bidder to include specifications or other data that made be used in determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid. Determination of equivalency is the sole responsibility of the Columbia Police Department.

11. **SPECIFICATIONS AND REQUIREMENTS**

The specifications as listed below represent minimal levels of performance, quality or capacities required. Any unit bid may exceed minimum requirements but shall not be less than the specified minimum. References to acceptable models are used to indicate the type and quality of vest required. Vests meeting the minimum requirements will be considered.

Acceptable Models – GH Armor Systems- GPAII-2 (male) & UG2F06-F (female)

Specification #	Minimum Requirements
11.1	Threat Level - NIJ 0101.06 level II
11.2	Maximum Panel Weight per square foot – 0.78 lbs for male & .83 lbs for female
11.3	Maximum Panel Thickness – 0.20 of an inch (male) & .18 inches for female
11.4	Maximum flexibility consistent with the ballistic requirements of the National Institute of Justice Standard 0101.06
11.5	A high degree of concealment and comfort
11.6	Minimum restriction of movement or mobility
11.7	A pocket on the front designed to hold a trauma plate
11.8	Two carriers provided to allow for laundering
11.9	Protection against the labeled projectiles while reducing blunt trauma and vest distortion to levels in accordance with the National Institute of Justice Standard 0101.06

11.10	Available in male and female models
11.11	Each layer of ballistic material, in order to retain flexibility, shall not be laminated to any other layer of ballistic material
11.12	Armor shall provide full, wrap around coverage. This is to include front, back, and side panels.
11.13	Outer carrier material shall be machine washable and be removable from the ballistic panels for laundering.
11.14	Carrier shall include both front and rear tails to insure minimum movement of the ballistic armor during the course of the wearer's normal movement. The carrier shall also have adjustable Velcro torso and shoulder straps
11.15	Color of the carrier shall be navy blue or black
11.16	Manufacturer to have available a "uniform shirt" carrier for optional purchase, Navy in color.
11.17	The trauma reduction device (trauma/shock plate) shall be soft trauma plate style minimum 5 inches by 8 inches
11.18	Each respective ballistic panel shall be identical in composition and construction
11.19	Each serialized ballistic panel shall be traceable to its original ballistic material lot number at the armor manufacturing facility and ballistic material mill

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City of Columbia BID SHEET 1 of 1 – Invitation to Bid – Solicitation # 421-0515-34 – Soft Body Armor Vest

Size(s)	Model	Price Per Vest	Size(s)	Model	Price Per Vest
	GPAII-2			UG2F06-F	
	GPAII-2			UG2F06- F	
	GPAII-2			UG2F06–F	
	GPAII-2			UG2F06- F	
	GPAII-2			UG2F06- F	

Will you consider a possible multi-year agreement based on terms as outlined in item 8 of the solicitation? YES ☐ NO ☐

Are you taking any exceptions to the specifications as listed ? YES ☐ NO ☐
If yes, explain all exceptions taken on a separate attachment

Warranty information enclosed: YES ☐ NO ☐

Are there other terms, conditions, or discounts that are part of this bid? YES ☐ NO ☐
If yes, explain on a separate attachment

In compliance with this Invitation to Bid for Soft Body Armor Vest, Solicitation # 421 -0515-34 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: _____

Vendor's Signature: _____

Name (type/print): _____

Title: _____ **Date:** _____

City of Columbia Statement of No Bid

ITB #421-0515-34 – Soft Body Armor

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to:

City of Columbia Tennessee, Purchasing Department, 700 North Garden St , Columbia Tennessee 38401.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

_____ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

_____ Specifications unclear (please explain below).

_____ We do not offer this commodity and/or service or an equivalent.

_____ Insufficient time to respond to the ITB.

_____ Our schedule would not permit us to perform.

_____ Cannot meet insurance requirements.

Remarks:

