



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for the purchase of **BALLISTIC VESTS** for the **CITY OF ORANGE BEACH, ALABAMA**, at **11:00 A.M. on Thursday, February 23, 2017**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

Bid specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at www.cityoforangebeach.com.

Sealed bids may be mailed or delivered directly to the City of Orange Beach prior to the public opening. All sealed bids must be clearly and legibly marked "SEALED BID," the bidder's name, the name of the bid, and the opening date and time. Contact Renee Eberly at (251) 981-6806 or reberly@cityoforangebeach.com with any questions.

Sealed bids must be mailed to the following address:

City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Or hand delivered to:

City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. Faxed bids will not be accepted.

The lowest responsive, responsible bid will be accepted with key consideration based upon best value and benefit to the public. The City of Orange Beach reserves the right to reject any and all bids, to waive any irregularity in the bids received, and to accept or reject any items of the bid for the benefit of the public. No conditional bids will be accepted. No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.

THE CITY OF ORANGE BEACH, ALABAMA

INVITATION TO BID
Requisition No. 2017-0224

INVITATION TO BID DATE: **February 1, 2017**

BID TITLE: **Ballistic Vests**

PLACE OF BID OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**

BIDS MUST BE RECEIVED BEFORE: **February 23, 2017 at 11:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **February 23, 2017 at 11:00 A.M. (Central)**

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Orange Beach reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)
City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Sgt. Richard Springsteen at 251-981-9777/rspringsteen@cityoforangebeach.com for questions concerning the technical specifications.
3. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@cityoforangebeach.com for questions concerning technical specifications or general bid procedures.

BID FORM – BALLISTIC VESTS

Qty	Description	Unit Price	Total
40	Custom Fit Ballistic Vests, as specified	\$ _____	\$ _____

All costs must be included in the unit price of each vest.

BID TOTAL \$ _____

Optional Accessories

40	Tactical Outer Carrier	\$ _____	\$ _____
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Days to Deliver after Receipt of Purchase Order: _____

Warranty Description: _____

Warranties shall be provided in writing and shall specify any and all exclusions, including products and services. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Documentation:

Specifications for the proposed equipment must be attached to the bid. Documentation must include the NIJ Certification Letter, Independent Ballistic Test Reports, Drawings, Diagrams and Technical Specifications. Documentation of certification and training must also be included for personnel providing the fittings.

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Note: If no addenda have been received, write in "none."

 Company Name

 Company Representative

 Street Address

 Title

 City, State, Zip

 Phone

 Federal Employer ID No. (if no FEIN, enter SSN)

 Email

City of
Orange Beach
A L A O B A M A
Life is better here

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF

_____, 20____.

 Company Name

 Mail Address

 City, State, Zip

 Phone Including Area Code

 Authorized Signature (INK)

 Typed Authorized Name

 Title

 Notary Public

 Commission Expires

 Fax Number

PAGES 2, 3 & 4 MUST BE RETURNED IN SEALED BID

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide new and unused ballistic vests as specified per these bid documents to the City of Orange Beach Police Department.

B. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid.

C. Estimated Quantities

The items listed on the bid form will be furnished at such time and in such quantities as they are required. The City reserves the right to purchase any varying amounts less or more than the estimated quantities with no change in unit prices. It is the intent of the Orange Beach Police Department to make a one-time purchase close to the estimated quantity, with additional purchases as needed.

D. Bid Term

This will be a one year contract starting from the date of award with the option to renew for two (2) additional one-year terms.

E. Bid Pricing

Prices offered shall include the cost of all items including the custom fitting and handling and shipping charges. The City of Orange Beach is tax exempt. Prices offered shall be firm against any increase for one year from the date of award. Prior to the commencement of subsequent renewal periods, it shall be the successful bidder's responsibility to send written notification thirty (30) days in advance of any requested price changes. The City reserves the right to grant or deny the request for a price increase.

F. Minimum Specifications

All items shall be new and unused. All items shall meet or exceed current industry standards. Proposed ballistic vests shall meet or exceed the minimum performance requirements of the National Institute of Justice (NIJ) Standard-0101.06 Threat Level II.

Ballistic Vests

Estimated initial purchase of 40, with additional purchases as needed

Specifications for the proposed equipment must be attached to the bid. Documentation must include the NIJ Certification Letter, Independent Ballistic Test Reports, Drawings, Diagrams and Technical Specifications.

1. *General*

Each vest shall be comprised of a set of ballistic panels, two special threat plates, and two concealable carriers in navy color. The vest shall fit in a tactical outer carrier. This tactical outer carrier is requested to be priced as an optional accessory. All other components shall be included in the price of the vest. Proposed products will be evaluated for comfort, weight, flexibility, durability, and ballistic body coverage.

2. *Design*

The general design of the lightweight concealable body armor shall be designed with no sharp edges and the front ballistic panel shall cover the torso from the collar bone and clavicle to just about the waist or duty belt while sitting or standing. The rear ballistic panel shall be designed to cover the torso from just

about the shoulder blades to just about the waist. The armor shall be sized so that the ballistic panels do not ride up when the wearer is seated. Standard sizing shall provide side waist protection up to a 1" overlap on each side. The user or agency reserves the right to request an overlap of 2" or more on each side with an upgrade or upsize charge to be determined at the time of custom fit sizing. The chest and bicep area shall be shaped as to minimize irritation during normal duty activities such as driving and firing handguns and shoulder mounted weapons.

The front ballistic panel shall measure one inch from clavicle depression to one inch off the top of the officer's duty belt when in a seated position.

The back ballistic panel shall measure just above the shoulder blades down to within one inch of the officer's duty belt when in a standing position.

Female vest sizes are determined based on individual measurements. The female front ballistic panel will be custom fit to include bust measurement and cup size.

The concealable body armor system shall be minimally comprised of two ballistic panels or inserts, an outer shell for each and a trauma pad. The ballistic panels shall provide soft and quiet hand, lightweight, flexible, and thin high performance ballistic protection. The ballistic panels shall incorporate first quality, new ballistic materials intended for daily wear through the life of the warranty. The concealable armor system shall also be designed with a high degree of adjustment, concealment, and flexibility.

Side opening concealable Male body armor systems must be designed for the male torso and side opening concealable Female body armor systems must be designed for the female torso. It is the intent of this agency to provide its officers with armor that is custom fit, therefore Gender Neutral or Unisex models and or designs will not be accepted, no exceptions.

Each delivered vest will fit in accordance with the following guidelines: Male and Female vests side edge of the front and back ballistic panels will meet or overlap in accordance with each officer's individual request or department requirements to be determined during the initial custom fitting.

3. *Additional Features*

Each vest shall include Special Threat Plates (STP), which are designed to provide additional bullet resistance for special threats when worn in conjunction with NIJ Certified armor systems. The STP shall provide enhanced ballistic resistance in the area of the plate to help reduce the effects of trauma in the protected areas from bullet impacts, pointed objects, edged weapons, and impacts from the steering column in some automobile accidents.

4. *Fitting*

The measurement and fitting for ballistic vests for police officers is a highly technical job that requires special training and experience to ensure proper fitting. When a vest does not fit properly, it is not only uncomfortable but it can also be a safety issue if the improper fit does not protect certain parts of the body.

All vests shall be furnished in custom fitted sizes for both male and female officers. All officers who are to receive a new vest shall be individually measured and fitted for a vest. The successful bidder must have personnel available who are trained and factory certified by the manufacturer to fit and measure for ballistic vests. Documentation of training and certification must be provided with the bid. The certified personnel must have past experience in the fitting and measuring of ballistic vests. This documented experience must also be provided with the bid.

The successful bidder will be required to provide an on-site custom fitting session at the Orange Beach Police Department, located at 4480 Orange Beach Boulevard, Orange Beach, Alabama 36561. The date and time of the fitting session shall be coordinated with the Orange Beach Police Department Staff. The

successful bidder shall be available to provide the fitting session no later than four days (96 hours) after receipt of request from the Orange Beach Police Department.

G. Delivery

Vest shall be manufactured and delivered to the officer within eight calendar weeks. The successful bidder shall notify the Police Department in writing of any delays in delivery.

H. Packaging

Each vest shall be packaged individually with the listed trauma plates and labeled with each officer's name and the serial number of the vest.

I. Product Consistency

The manufacturer must warrant that all shipments of each NIJ 0101.06 certified model will be identical in design and construction to 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 Orange Beach Police Department. All vests must be serialized, 100% inspected, and traceable. All procedures and quality data must be available to the Orange Beach Police Department for inspection upon request.

J. Acceptance

Custom manufactured vests must be guaranteed to fit satisfactorily on delivery. The successful bidder must agree to provide alterations or replacement(s) free until the wearer is satisfied with the fit. This includes initial fit of both male and female vests. (Note: The officer must request alterations within 60 days of issue and have not marked or damaged the carrier or vest.) When a vest is returned for alterations, the successful bidder must keep a running log of which vests were returned to the manufacturer and the date when the vest was sent back to the officer.

The Orange Beach Police Department reserves the right to accept or refuse a vest based upon the specified requirements.

K. Shipping & Billing Addresses

Ship to:

City of Orange Beach
Police Department
4480 Orange Beach Boulevard
Orange Beach, Alabama 36561

Bill to:

City of Orange Beach
Accounts Payable
P.O. Box 458
Orange Beach, Alabama 36561

L. Business License Requirements

The successful bidder will be required to obtain a City of Orange Beach Business License to operate within corporate limits. Contact the Orange Beach Finance Department at 251-981-6096 for a quote or any additional information.

GENERAL INSTRUCTIONS FOR BIDDERS

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach City Council. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Orange Beach City Hall
4099 Orange Beach Boulevard
Orange Beach, AL 36561

Or downloaded from the City's website:
www.cityoforangebeach.com, see "Bids"

3.0 EXAMINATION OF DOCUMENTS

- 3.1 Carefully examine the Bid Documents, Specifications, and Drawings.
- 3.2 Bids shall include all costs required to provide the requested materials.
- 3.3 No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Procurement Officer (Renee Eberly at 251-981-6806 or reberly@cityoforangebeach.com).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: www.cityoforangebeach.com
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the total sum printed by the Bidder listed in the bid shall prevail and this shall be the Contract Bid Price.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.

- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
- The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
 - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

All purchases which are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items when determining the lowest, responsive bidder:

- The best interests of the City of Orange Beach;

- The quality and performance of the goods or services to be supplied;
- Conformity to specifications;
- Delivery time; and
- Other unique requirements outlined in the bid request.

10.0 SAMPLE OF MATERIALS

Sample of items, when required, must be furnished free of expense to the City and, if not destroyed, will upon request be returned at the bidder's expense.

11.0 BOND REQUIREMENTS

All bond requirements shall be identified in the bid documents. The right is reserved to require the successful bidder to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.

12.0 CONTRACT

- 12.1 The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid.
- 12.2 The placing in the mail a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
- 12.3 If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by the City of Orange Beach, or fails to make replacement of rejected articles when so requested immediately or as directed by the City, the City of Orange Beach may purchase from other sources to take the place of the item rejected or not delivered. The City of Orange Beach reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- 12.4 A contract may be canceled for non-performance.
- 12.5 No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
- 12.6 It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract of bidders right, title or interest therein, or bidders power to execute such contract to any other person, company, or corporation without the previous written consent of the City of Orange Beach.

13.0 GUARANTEES BY THE SUCCESSFUL BIDDER

- 13.1 The successful bidder guarantees: Products against defective material or workmanship and to repair or replace any damages or marring in transit;
 - To furnish adequate protection from damage for all work and to repair damages of any kind for which the bidder or bidder's workers are responsible to the building, grounds, or equipment;
 - To carry adequate insurance to protect the City of Orange Beach from loss of property and/or life in cases of accident, fire, or theft;
 - That all deliveries will be equal to bid samples.
- 13.2 All deliveries shall be accompanied by delivery tickets or packing slips. The ticket shall contain the following information for each item delivered: **Purchase Order Number, Name of Article, Quantity, Name and Address of the Successful Bidder.**

14.0 DEFAULT OF CONTRACTOR

In cases of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

15.0 LAWS AND REGULATIONS

The successful bidder will be required to obtain a City of Orange Beach Business License if operating within the Corporate Limits. The Bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the Rules and Regulations of all authorities have jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16.0 PAYMENT

The Bidder may submit an Application for Payment for provided materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.



REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at reberly@cityoforangebeach.com.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____