

MESQUITE
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INVITATION TO BID (ITB) NO. 2010-051

CLOSING DATE AND TIME: FEBRUARY 4, 2010 - 2:00 P.M.

ANNUAL SUPPLY OF POLICE BODY ARMOR

BIDS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas, invites sealed bids or mailed bids from all qualified vendors desiring to bid on the Annual Supply of Police Body Armor complying with the following specifications as listed herein.

Address bids to Michele Brand, Manager of Purchasing and Telecommunications, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "BID NO. 2010-051, Annual Supply of Body Armor" so that the bids will not be opened until the appointed hour. Bids may be hand delivered before bid closing on Thursday, February 4, 2010 at 2:00 p.m. to the City of Mesquite, Purchasing Division, 1515 N. Galloway, Mesquite, Texas 75149.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your bid, you may contact Michele Brand, Manager of Purchasing and Telecommunications, City of Mesquite, telephone 972-216-6201. For technical questions, contact Lieutenant Doug Yates, Mesquite Police Department, 972-216-6251.
2. Mailed bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the ITB. The City of Mesquite will not be responsible for mail delivered from the post office. Bids received after the published time and date cannot be considered and will be returned unopened.
3. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
4. Protection of Resident Workers: The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall

establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

5. Bidders shall complete the non-collusion statement included in the bid.
6. The prices quoted in this bid proposal shall be F.O.B. Mesquite and cover costs for packaging, delivery, and handling, REGARDLESS OF THE SIZE OF ORDER, to the City of Mesquite Police Property Room, 777 N. Galloway Avenue, Mesquite, Texas 75149.
7. Disadvantaged business/HUB vendors listed with the Office of Small Business Assistance of the General Services Commission are requested to provide a copy of their current certificate.
8. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the City.
9. The City of Mesquite reserves the right to reject any and all bids, waive formalities and to make award of bid as may be deemed to the best advantage of the City. No bid may be withdrawn within forty-five (45) days after date of opening.
10. Bidder shall complete all information requested and blanks provided shall be filled in beside or under each item. Failure to completely describe the merchandise being bid may result in rejection of your bid.
11. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Mesquite or successful bidder.
12. The City is exempt from all sales and excise taxes.
13. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, bidder shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being bid may result in rejection of your bid.
14. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid amount.
15. Award of contract shall be made on “item by item”, “group by group” or “all or nothing” basis at the discretion of the City of Mesquite.
16. **Delivery upon request only.** Bidder shall ship only quantities requested. There will not be any back orders.
17. Orders shall be placed on an “as-needed” basis at the discretion of the City of Mesquite.
18. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite Yes No.

SPECIAL PROVISIONS

1. **Price escalation:** The City of Mesquite favors fixed pricing. However, due to escalating fuel prices, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful bidder for a price escalation equivalent to the percentage increase of materials. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first 90 days of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; 3) The City reserves the right to accept or reject the price increase; and 4) If the price increase is rejected, the Contractor shall provide the materials at the contracted price or may cancel the contract for the remaining term. (For annual bids only)
2. Bids received by the City will be compared on a "Total Base Bid" basis **and the contract will be awarded as most advantageous and of best value to the City.** Orders are to be placed on an "as needed" basis throughout the year for a possible total of 45 sets of Concealable Body Armor for males, 10 sets of Tactical Body Armor for males or females and 7 sets of Concealable Body Armor for Women. It is specifically understood and agreed that these quantities are approximate and any increased quantities shall be the responsibility of the Contractor at no additional expense to the City. The contractor shall not have any claim against the City of Mesquite for any quantities that are less than, or more than the estimated bid amount.
3. The apparent low bidder will be required to submit a W-9 form within seven (7) days of the bid opening date.

Forms required:

- *Disadvantaged Business Enterprises Only (DBE)
- *Non-collusion Statement
- *Conflict of Interest Form
- *References
- *Special Conditions, Federal Tax ID, Terms, Delivery and Signature page

DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in City of Mesquite's bid process. The Purchasing Office will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Mesquite recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
512-463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, TX 76011
817- 640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

Firm Name Submitting Bid

Representative

Title of Authorized Representative

Address

City, State, Zip

Telephone Number

Telefax Number

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

Non-collusion Statement

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name of Company _____

Address _____

Phone _____

Fax _____

Bidder (Signature) _____

Bidder (Print Name) _____

Position with Company _____

Signature of
Company Official
Authorizing This Bid _____

Company Official
(Printed Name) _____

Official Position _____

TO ALL VENDORS CONDUCTING BUSINESS WITH THE CITY OF MESQUITE

RE: DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Chapter 176 is a relatively new ethics law that was enacted by HB 914 in 2005. It requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. After the law was implemented, city officials and others realized that it created several unintended consequences. Consequently, the bill's author sought an opinion from The Texas Attorney General to clarify many provisions of Chapter 176. In response, the Attorney General's Office released Opinion Number GA-0446, which indicated that changes to the law would be desirable. In response, the legislature passed HB 1491 during the 2007 regular legislation session. The bill became effective on May 25, 2007.

Chapter 176 defines a "vendor" as any person who enters or seeks to enter into a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer's family member would include the officer's spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

- 1) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
- 2) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

- 1) the date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or
- 2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

 Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

 Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

 Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at 972-329-8723. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Ted Barron
City Manager

BID AWARD CRITERIA:

Award: The City of Mesquite shall award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the “best value,” the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. The purchase price;
2. The reputation of the bidder and of the bidder’s goods or services;
3. The quality of the bidder’s goods or services;
4. The extent to which the goods or services meet the municipality’s needs;
5. The bidder’s past relationship with the municipality;
6. The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. The long-term cost to the municipality to acquire the bidder’s goods or services and;
8. Any relevant criteria specifically listed in the request for bids or proposals.

The following criteria will be used to evaluate the bids received:

Price - 35 points (percent).

References - 10 points (percent).

Product - 30 points (percent).

Service - 25 points (percent).

Each vendor is responsible for submitting all relevant, factual and correct information with his or her bid. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the bid specification package, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

Price - (35 points) the bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing its price into the next lowest price and multiplying that percentage by the available points.

References - (10 points) 10 points will be the maximum point value given to the bidders that provide references showing their participation with other law enforcement agencies. The bidders point value will be based on their measured score. Please provide five (5) references on the sheet provided.

Product - (30 points) 30 points will be the maximum point value given to the bidder with the greatest amount of experience in providing a proven history of reliability for officer safety. The vendor’s who have provided products for wear testing by Mesquite Police Department personnel, will also have this as a consideration in the evaluation process. The bidders point value will be based on their measured score.

Service - (25 points) 25 point will be the maximum point value given to the bidder with the greatest amount of experience in providing body armor products and or supplies to law enforcement agencies. Furthermore, the bidder’s ability to provide convenient, reliable and expedient services to the Mesquite Police Department will be a consideration. The bidders point value will be based on their measured score.

SPECIFICATIONS

It is the intent of the Mesquite Police Department to procure Concealable Body Armor in various sizes, for both male and female officers, to include trauma-reducing plate, metal shock plates and complete washable carrier with shirrtails, Navy in color. Further, it is the intent of the Mesquite Police Department to procure Tactical Body Armor in various sizes, for both male and female officers and Concealable Body Armor strictly for Women. All orders are to be placed on an "as needed" basis throughout the year for a possible total of 45 sets of Concealable Body Armor; a possible total of 10 sets of Tactical Body Armor and a possible total of seven (7) sets of Concealable Body Armor for Women.

- Successful bidder shall ensure that delivery of the body armor is made within 30-45 days after measurements are taken.
- Successful bidder shall conduct a measurement of each officer at the Mesquite Police Department for proper fit or size, within thirty- (30) days after the City of Mesquite Council has awarded the contract. In addition, other measurements will be requested on an as-needed basis. Successful bidder shall comply to the request within a 30-day period.
- Brochures shall accompany each bid.
- Bidder shall supply a warranty for five (5) years from date of issue on the armor and 18 months on the carrier.
- All items specified shall be considered one vest, and quote shall reflect total cost as one item.

Warranty _____

The following Body Armor products are stated only as examples of standards required and will be accepted by the Mesquite Police Department. Bidders may bid on all options or on any of the options described below or submit approved equivalents.

GROUP A. CONCEALABLE BODY ARMOR

Option 1.

American Body Armor, "Xtreme HP Armor," Model XHP-IIIA.0, NIJ Level III A/NIJ Standard 0101.06 (full side vest) Interim Standards 2008. Set of ballistic panels (one front, one rear). Color – Navy; or approved equivalent. Two (2) complete washable carriers (front and rear panels), with shirrtails. Cool Max – (poly /cotton), color – Navy, adjustable straps for the side panels and shoulder straps; or approved equivalent. Trauma reducing plate 5" x 8" Soft Armor PAC; or approved equivalent. Metal shock plate 5" x 8" (stainless steel/rubber coated); or approved equivalent.

Each piece of soft body armor shall include the following:

- a. One (1) set of ballistic panels (1 front, 1 rear)
- b. Two (2) sets of washable carriers (2 front, 2 rear)
- c. One (1) soft trauma reduction insert 5" x 8" or applicable and one (1) metal shock plate
- d. Two (2) sets of straps removable backstrap or removable elastic straps

Option 2.

Valley Operational Wear, LLC, Legends Series certified to the NIJ 0101.06 Interim Standard; Threat Level IIIA. The soft body armor will be designed to be worn comfortably while being concealed under a lightweight shirt or as an external over-the-clothes vest, by way of optional Carrier; Outer Garment (COG). The general armor configuration shall be a slip-on design that covers the majority of the upper torso. Six removable, twelve point adjustment, elastic straps with hook and loop fasteners shall be provided for proper adjustment and fit at the waist and shoulders. These straps shall be designed in such a way as to prevent the front, back or sides from "riding up" or slipping down on the wearer during

periods of intense physical activity such as running, jumping or climbing. Each ballistic panel shall be covered in Durable Water Repellant (DWR) coated nylon, which is to be sealed to keep out moisture and contaminates. The ballistic components must be removable in order to facilitate laundering of the carrier or garment. Each piece of armor or vest shall include the following:

Each piece of soft body armor shall include the following:

- a. One (1) set of ballistic panels (1 front and 1 back)
- b. Two (2) sets of washable carriers (2 front, 2 rear)
- c. One (1) soft trauma reduction insert 5" x 8" or applicable
- d. Two (2) sets of straps (removable backstrap or removable elastic straps)

Option 3.

First Choice Armor and Equipment Inc., Meet NIJ Level IIIA

Standard 0101.06 Interim Standards 2008. Full side vest, two (2) ballistic panels (one front, one rear), two (2) complete washable carriers Navy (color); or approved equivalent. Adjustable straps Cool Max material; or approved equivalent. Two (2) Trauma reducing plates, one soft 5" x 8", and one (1) Metal Shock plate 5"x 8".

Each piece of soft body armor shall include the following:

- a. One (1) set of ballistic panels (1 front and 1 back)
- b. Two (2) sets of washable carriers (2 front, 2 rear)
- c. One (1) soft trauma reduction insert 5" x 8" or applicable and one (1) metal shock plate
- d. Two (2) sets of straps (removable backstrap or removable elastic straps)

Option 4.

Valley Operational Wear, LLC, Warrior Series, certified to the NIJ 0101.06 Interim Standard; Threat Level IIIA. The soft body armor will be designed to be worn comfortably while being concealed under a lightweight shirt or as an external over-the-clothes vest, by way of optional Carrier; Outer Garment (COG). The general armor configuration shall be a slip-on design that covers the majority of the upper torso. Six removable, twelve point adjustment, elastic straps with hook and loop fasteners shall be provided for proper adjustment and fit at the waist and shoulders. These straps shall be designed in such a way as to prevent the front, back or sides from "riding up" or slipping down on the wearer during periods of intense physical activity such as running, jumping or climbing. Each ballistic panel shall be covered in Durable Water Repellant (DWR) coated nylon, which is to be sealed to keep out moisture and contaminates. The ballistic components must be removable in order to facilitate laundering of the carrier or garment. Each piece of armor or vest shall include the following:

Each piece of soft body armor shall include the following:

- a. One (1) set of ballistic panels (1 front and 1 back)
- b. Two (2) sets of washable carriers (2 front, 2 rear)
- c. One (1) soft trauma reduction insert 5" x 8" or applicable and one (1) metal shock plate
- d. Two (2) sets of straps (removable backstrap or removable elastic straps)

Option 5.

The GH Armor Systems soft concealable body armor described herein shall be the NIJ Certified. The soft body armor alone without any additional plates, cores or accessories shall provide a minimum of threat Level IIIA ballistic protection as described by the National Institute of Justice's (NIJ) Standard 0106.06 (2008) Interim Requirements (2008). All armor provided must be in complete compliance with this specification, as well as provided compliance to the aforementioned N.I.J. Standard for both labeling and ballistic performance. Additionally, all Body Armor Manufacturers participating in this bidding process must have a certified ISO 9001/2000 Quality Management System, implemented & maintained.

Each individual piece of soft body armor must be provided with a removable Outershell in order to allow the removal of the ballistic components for laundering. The Outershell will be constructed with a 65/35% Poly-Cotton face with Teflon a 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. A pouch located on the upper midsection of the front carrier will accommodate a 5" x 8" or 6" x 8" trauma reduction device.

The Ballistic Panel shall be constructed of Kevlar® Comfort XLT and Goldflex®. 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 patented internal desiccant for increased moisture management. 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 70denier Rip-Stop Nylon with Urethane Coating for Water Repellency.

Each piece of soft body armor shall include the following:

- a. One (1) set of ballistic panels (1 front and 1 back)
- b. Two (2) sets of washable carriers (2 front, 2 rear)
- c. One (1) soft trauma reduction insert 5" x 8" or applicable and one (1) metal shock plate
- d. Two (2) sets of straps (removable backstrap or removable elastic straps)

B. CONCEALABLE BODY ARMOR FOR WOMEN

SAVVY TM FEM PST IIIA 1.1 NIJ 2008 Interim Requirements Level 3A. The ballistic panels of soft body armor meeting this specification shall provide a precise fit to the measurements provided by a trained sizer and comfort utilizing an all Kevlar® ballistic construction. The soft body armor is designed for regular daily wear as an undergarment under the uniform. All vests shall be designed and constructed to provide:

- a. NIJ Requirements compliant, Type 2 protection.
- b. Precision Fit Technology IM
- c. Radial Offset Pleating™ technology for bust support and protection.
- d. Increased bust and back coverage.
- e. Measurements taken by a trained Certified SAVVY Sizer (CSS).
- f. Reduced shifting.

The front ballistic panel covers the chest approximately up to the mid-point on the clavicle bone, has a scooped neck sufficient to maintain concealment when wearing an open collar shirt, extends downward to the waist but not far enough to rest on the belt and push up into the neck when the wearer is seated, and extends around the sides to provide side protection. The bust/chest region is cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles, without reduction of coverage around the bust area.

The rear ballistic panel covers 80% of the back torso from just above the shoulder blades down to a position above the waist belt. Having side coverage from both the front and rear panels shall cover the sides of the torso.

Both the front and rear panels are equipped with an internal suspension system, which prevents ballistic panels from sagging, ensuring full protection. Ballistic panels shall be covered in a breathable, durable water repellent fabric covering, which allows vapor from perspiration to escape and hinders water from penetrating the textile.

Each piece of soft body armor shall include the following:

- a. One (1) set of ballistic panels (1 front, 1 rear)
- b. Two (2) sets of washable carriers (2 front, 2 rear)
- c. One (1) soft trauma reduction insert 5 x 8" or applicable and one (1) metal shock plate
- d. Two (2) sets of straps (removable backstrap or removable elastic straps)

The carrier, which attaches with either a removable back-strap support system or set of removable straps, includes a trauma plate pocket sewn to the inside of the carrier, accessed by unzipping the bottom of the carrier. FEM PST IIIA 1.1 ballistics shall be provided with the choice of a FLAIR™ or RETRO carrier.

FLAIR Carrier

Custom and contoured the FLAIR carrier brings improved fit and adjustability to a low profile, concealable vest. The FLAIR carrier includes: (1) Increased loop on the surface for improved adjustability (2) Back-strap support system for reduced shifting (3) Soft A.M.Y. anti-microbial interior lining (4) Stretch microfiber for fullness in the bust area (5) Nine-point strapping system (6) 5" x 7" front plate trauma pocket (7) Minimum of 12-month carrier warranty (8) Front carrier personal pocket. The contemporary carrier offers a clean, form-figured look that contours to the female torso for a close, comfortable fit.

RETRO Carrier

The RETRO is a traditional-style vest that offers a flat, smooth look and feel for enhanced comfort. The RETRO carrier includes: (1) Increased loop on the surface for improved adjustability (2.) Adjustable, removable, vented elastic straps (2) Soft A.M.Y. anti-microbial interior lining (3) Ten-point strapping system (4) 5x7 front plate trauma pocket (5) Minimum of 12-month carrier warranty The traditional-style carrier offers a more uniformed look while accommodating the female shape.

The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers integrated into the outside of the garment. Carrier shall come with removable waist and shoulder straps with hidden 5"x7" front plate trauma pocket. The 5" x 7" front plate trauma pocket is located on the strike-face side of the ballistic panel. All fabrics shall have no visible fabric or color flaws.

Bidders submitting bids for comparable products (approved equivalents) will need to include a sample for "Ballistics" testing by the Mesquite Police Department, at the bidders cost, with the bid. The City will undergo in-depth testing to verify that a comparable product meets stated specifications. The sample product will be selected at random by personnel of the Mesquite Police Department, from the stocks of the vendor. Mesquite Police Personnel shall conduct the product testing, at the department's discretion. No product(s) will be accepted for bid if the product(s) is not certified as meeting current NIJ Level IIIA/NIJ Standard 0101.06 (full side vest) Interim Standards 2008, for ballistic body armor.

BASIC REQUIREMENTS FOR ALL VESTS (Male or Female)

All submissions must meet and have certification of meeting current NIJ Level IIIA/NIJ Standard 0101.06 (full side vest) Interim Standards 2008, for ballistic body armor, found at www.justnet.org. All Concealable Body Armor bids must meet all other specifications to include:

- a. Two complete washable carriers (front and rear panels), with shirrtails and Navy in color or approved equivalent.
- b. Carrier to be constructed of Cool Max material with adjustable straps for the side panels and shoulder straps or approved equivalent.
- c. Have two Trauma reducing plates, one soft 5" x 8" and one metal 5" x 8" shock plate (stainless steel/rubber coated) or approved equivalent.
- d. Set of ballistic panels, one front and one rear.

C. TACTICAL BODY ARMOR

All tactical vest bids must include the following features:

- a. NIJ Level IIIA/NIJ Standard 0101.06
- b. Removable bicep protection
- c. Retractable groin protection
- d. MOLLE webbing covering at least 40% of the carrier (front and back)
- e. Slip resistant rifle stock retention surface on both shoulders
- f. Five pouches (Dual Rifle or MP5 magazine pouches specified at time of order, diversion devise pouch, radio holder, handcuff case, and 6" x 6" utility pouch)
- g. If shoulder or throat protection is optional, they must be included in the bid for the vest to be considered.

Option 1.

Point Blank Body Armor, Dragon Fire Vest, Meet NIJ Level IIIA Standard 0101.06 Interim Standards 2008. Internal shock absorbing straps. Rapid release break away system in the shoulders and waist. Ergonomically designed self-suspending ballistic system. Multiple sizing points in the shoulders and waist. Removable 2-piece collar design. Contoured throat protection. Adjustable/removable cummerbund for load bearing support. Dual size combo plate pockets in the front and rear to accommodate 8" x 10" or 10" x 12" plates. Bicep and side closure plate pockets for 5" x 8" ballistic plates. Retractable groin and removable bicep protection. Non-skid rifle stock retention surface for both right and left hand weapon mounting. Removable hydration pouch. Agency ID front, rear and biceps. Maximum MOLLE load bearing webbing covering at least (or minimum) 40% of the front of the carrier.

Option 2.

Protech Tactical Body Armor, FAV NIJ 0101.06 & NIJ 2008 Interim Requirements Level IIIA. Vests shall be designed and constructed to provide (1) a high degree of durability (2) ease of cleaning (3) minimum restriction of motion or mobility (4) the greatest amount of ballistic coverage to perform required maneuvers and tactics (5) front, back and side plate pockets to accommodate hard armor rifle plates (6) Cordura® outer shell. The ballistics shall include a front and back panel that is secured with a unique outer cummerbund. The 7" high cummerbund MOLLE'S to the back of the vest for unrivaled adjustability and offers a 360-degree platform for attaching pouches. The cummerbund incorporates 6.5" x 6.5" soft armor panels for maximum seam protection and can accept the hard armor MSP (mini side plates) for side rifle protection. The outer cummerbund is pulled forward and fastens to the front of the vest by means of hook and loop. The front MOLLE pouch attachment platform Velcro's over the cummerbund creating a secondary redundant closure system preventing accidental release. The 2" webbing shoulder straps are threaded through a rectangular buckle on the back of the carrier and then back on itself for maximum adjustability and plate support. A YOKE system can be added for upper torso protection and includes the bicep attachment flap for the optional biceps. This YOKE system includes three components; shoulder, collar and throat that are all detachable. The back carrier incorporates an officer down extraction strap. An opening for a wire channel starts just below this officer down (drag strap) on the back and exits on either side of the back shoulder pieces running forward. Two 4" x 12" Velcro platform with MOLLE are located on the front and back of the upper carrier for identification panels or additional pouch attachment. A 2" x 10" Velcro flap on the body side of the front carrier accommodates a detachable groin pad. The front and back 10" x 12" plate pockets are located internally preventing the plates from being removed while the vest is in action. Two slanted pockets with grommets for drainage are located on each front wing for securing a back-up weapon or utility use. This style vest shall afford complete front, back and side protection when utilizing the side panels and offer high mobility. The ballistic panels are removable for cleaning of carrier.

The contoured front ballistic panel shall cover the chest approximately up to the collarbone, have a scooped neck sufficient to maintain comfort and extend downward to the waist. Both front and back panels are extremely contoured for high-speed maneuvers but can be used for covert application when panels are removed and placed into the optional concealable carrier. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement.

There shall be a drag strap located at the top of the rear panel constructed of nylon webbing MIL Spec W17337 for down

officer extraction. The strap shall have a tensile strength of at least 2200 pounds.

Option 3.

The GH Armor Systems soft body armor as described herein shall be the NIJ Certified Model GH-3A-0408. The soft body armor alone without any additional plates, cores or accessories shall provide a minimum of threat level IIIA ballistic protection as described by the National Institute of Justice's (N.I.J.) Standard 0101.06 (Sept 2008) Interim Requirements. 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.

Each individual piece of soft body armor must be provided with removable GH TAC-30 tactical carrier components in order to allow the removal of the ballistic components for cleaning. The carrier shall be constructed with 500-denier Cordura nylon for increased durability. The carrier shall be designed with adjustable side Velcro attachments for increased comfort and fit as well as an adjustable internal 4" cummerbund system for additional support. The carrier shall be equipped with 10"x12" front and back hard armor plate pockets. The GH TAC-30 shall be compatible with the following modular components: main torso assembly; biceps protection; throat guard; collar protection; groin protection; shoulder enhancement. The TAC-30 tactical carrier shall have a complete MOLLE attachment system for use with standard MOLLE pockets. Carrier shall be equipped with man-down strap for emergency use.

The Ballistic Panel shall be constructed of Woven Aramid Laminate. Each Ballistic Panel will be enclosed in a 70-denier Rip-Stop Nylon with Urethane Coating for Water Repellency.

Each model submitted for bid must exhibit a Maximum Average Backface Signature, recorded during original NIJ 0101.06 Certification testing as follows:

- 9mm 124gr. FMJ 26.15mm
- 44 Mag. 240gr. JHP 36.1mm

Any body armor products that fall within the below categories, will not be considered for evaluation or purchase:

- a. Body armor products constructed with any form the material known as "ZYLON", as delineated in the Department of Justice bulletin dated August 24, 2005.
- b. Pinnacle Armor, Inc, bulletproof vest model SOV 2000.1/MIL3AF01. Pinnacle Armor, Inc, is the maker of "dragon skin" body armor, as delineated in the Department of Justice bulletin dated August 3, 2007.
- c. Department of Justice bulletin dated February 20, 2008, www.justnet.org, the following models within the BAE Systems Products Group (BAE), have been removed from the approved list of Bullet-Resistant Body Armor meeting NIJ 2005 Interim Requirements:
 1. American Body Armor, LLC: FZ-ILO; FZ-III.A.0; XF-2-0 and XF3A-2.
 2. Safariland Armorwear, LLC: CAM-IL.0 and PX-III.A.1
 3. Protech Tactical, LLC: PT-701; PTZ-701; PT-702; PTX-703; PT-705.0 and PTZ-705.0

BID SHEET

A. CONCEALABLE BODY ARMOR OPTION NO. 1

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	45	Each	American Body Armor, "Xtreme HP Armor," Meet NIJ Level IIIA Standard 0101.06 Interim Standards 2008. (full-side vest), as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			TOTAL:		\$ _____
			*MALE		
			*FEMALE		
			*There should be no extra cost for providing male or female versions. Female officers will have the option of which version to select, male or female, at the time of measurement.		

Total Base Bid for Group A. for Item "1", complete and in place, for the sum of: <hr style="border: 0.5px solid black; width: 50%; margin-left: 0; margin-bottom: 5px;"/> Dollars <hr style="border: 0.5px solid black; width: 50%; margin-left: 0; margin-bottom: 5px;"/> Cents (written) LUMP SUM \$ _____ (figures) LUMP SUM

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

A. CONCEALABLE BODY ARMOR OPTION NO. 2

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2.	45	Each	Valley Operational Wear, LLC, Legends Series, certified to the NIJ 0101.06 Interim Standard; Threat Level IIIA, as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			TOTAL:	\$ _____	
			*MALE		
			*FEMALE		
			*There should be no extra cost for providing male or female versions. Female officers will have the option of which version to select, male or female, at the time of measurement.		

Total Base Bid for Group A. for Item "2", complete and in place, for the sum of:

<hr/>	Dollars	<hr/>
<hr/>	Cents	<hr/>
(written) LUMP SUM		\$ _____ (figures) LUMP SUM

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

A. CONCEALABLE BODY ARMOR OPTION NO. 3

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3.	45	Each	First Choice Armor and Equipment Inc. Meet NIJ Level IIIA Standard 0101.06 Interim Standards 2008, as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			TOTAL:		\$ _____
			*MALE		
			*FEMALE		
			*There should be no extra cost for providing male or female versions. Female officers will have the option of which version to select, male or female, at the time of measurement.		

Total Base Bid for Group A. for Item "3", complete and in place, for the sum of:

<hr/>	Dollars	<hr/>
<hr/>	Cents	<hr/>
<hr/> (written) LUMP SUM		\$ _____ (figures) LUMP SUM

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

A. CONCEALABLE BODY ARMOR OPTION NO. 4

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4.	45	Each	Valley Operational Wear, LLC, Warrior Series, certified to the NIJ 0101.06 Interim Standard; Threat Level IIIA, as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			TOTAL:		\$ _____
			*MALE		
			*FEMALE		
			*There should be no extra cost for providing male or female versions. Female officers will have the option of which version to select, male or female, at the time of measurement.		

Total Base Bid of Group A. for Item "4", complete and in place, for the sum of:

_____ Dollars

\$ _____

_____ Cents

(figures)

(written) LUMP SUM

LUMP SUM

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

A. CONCEALABLE BODY ARMOR OPTION NO. 5

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
5.	45	Each	GH Armor Systems soft concealable body armor; NIJ Certified Level IIIA trauma reduction device, as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			TOTAL:		\$ _____
			*MALE		
			*FEMALE		
			*There should be no extra cost for providing male or female versions. Female officers will have the option of which version to select, male or female, at the time of measurement.		

Total Base Bid for Group A. for Item "5", complete and in place, for the sum of:

<hr/>	Dollars	<hr/>
<hr/>	Cents	<hr/>
(written) LUMP SUM		\$ _____ (figures) LUMP SUM

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

B. CONCEALABLE BODY ARMOR FOR WOMEN

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	7	Each	SAVVY TM FEM PST IIIA 1.1 NIJ 2008 Interim Requirements Level 3A, as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			TOTAL:		\$ _____
			RETRO Model or FLAIR Model		

Total Base Bid for Group B. for Item "1", Concealable Body Armor For Women, complete and in place, for the sum of:

_____	Dollars	\$ _____
_____	Cents	(figures) LUMP SUM
(written) LUMP SUM		

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

C. TACTICAL BODY ARMOR OPTION 1.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	10	Each	Point Blank Body Armor, Dragon Fire Vest, Meet NIJ Level IIIA Standard 0101.06 Interim Standards 2008, as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			TOTAL:		\$ _____
			*MALE		
			*FEMALE		
			*There should be no extra cost for providing male or female versions. Female officers will have the option of which version to select, male or female, at the time of measurement.		

Total Base Bid for Group C. for Item "1", Tactical Body Armor, complete and in place, for the sum of:

_____ Dollars

\$ _____
(figures) LUMP SUM

_____ Cents

(written) LUMP SUM

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

C. TACTICAL BODY ARMOR OPTION 2.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2.	10	Each	Protech Tactical Body Armor, FAV NIJ 0101.06 and NIJ 2008 Interim Requirements Level IIIA, as stated in the bid specifications, as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			<i>TOTAL:</i>		\$ _____
			*MALE		
			*FEMALE		
			*There should be no extra cost for providing male or female versions. Female officers will have the option of which version to select, male or female, at the time of measurement.		

Total Base Bid for Group C. for Item "2", Tactical Body Armor, complete and in place, for the sum of:

<hr style="border: 0.5px solid black; height: 10px; margin-bottom: 5px;"/>	Dollars	\$ _____
<hr style="border: 0.5px solid black; height: 10px; margin-bottom: 5px;"/>	Cents	(figures) LUMP SUM
<hr style="border: 0.5px solid black; height: 10px; margin-bottom: 5px;"/>		

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

C. TACTICAL BODY ARMOR OPTION 3.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3.	10	Each	GH Armor Systems soft body armor; NIJ Certified Level IIIA, as stated in the bid specifications or approved equivalent.	\$ _____	\$ _____
			Total price is per vest and all required items per vest.		
			<i>TOTAL:</i>		\$ _____
			*MALE		
			*FEMALE		
			*There should be no extra cost for providing male or female versions. Female officers will have the option of which version to select, male or female, at the time of measurement.		

Total Base Bid Group C. for Item "3," Tactical Body Armor, complete and in place, for the sum of:

_____	Dollars	\$ _____
_____	Cents	(figures) LUMP SUM
(written) LUMP SUM		

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. Dollar amount for unit pricing will be rounded to the nearest penny.

PRICES MUST BE QUOTED AS F.O.B. MESQUITE

REFERENCES

Five (5) Work References showing participation with other law enforcement agencies. (Include: Names, Addresses, Phone Numbers and Dates)

1. _____

2. _____

3. _____

4. _____

5. _____

SPECIAL CONDITIONS

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

- Bidder shall return **two copies** of this bid proposal filled out in full and signed.

FEDERAL TAX ID NUMBER

Bidder shall provide their Federal Tax ID Number _____.

DELIVERY

The specified delivery/completion date shall be a firm date. The delivery/completion date shall be one of the determining factors in selecting the best bid for the City.

_____ calendar days to deliver/complete work in full, after receipt of order.

TERMS

Payment terms are NET 30 unless otherwise specified. Prompt payment discounts will be used by the City in determining the lowest responsible bidder.

_____ % cash discount if paid within _____ calendar days from delivery and acceptance of goods or completion of services.

Firm Name Submitting Bid

Print/Type Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

Address

City, State, Zip

Telephone Number

Telefax Number

e-mail address

TO THE VENDOR

DID YOU REMEMBER TO:

- ABIDE BY THE GENERAL AND SPECIAL CONDITIONS AND MAKE NOTE OF THE OPENING DATE AND TIME. ALL BIDS MUST BE TURNED IN BY 2:00 P.M. - BIDS RECEIVED AFTER 2:00 P.M. WILL NOT BE ACCEPTED.
- FILL IN THE UNIT AND EXTENDED PRICE ON YOUR BID PROPOSAL.
- FILL IN THE TOTAL AMOUNT.
- FILL IN THE TERMS, IF REQUESTED.
- ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS.
- FILL IN THE DELIVERY TIME OR THE CALENDAR DAYS.
- FILL IN THE COMPANY NAME, ADDRESS AND PHONE NUMBER.
- SIGN BID PROPOSAL. (IF SUBMITTING A HARD COPY OF THE BID)
- BEFORE SUBMITTING BID TO THE PURCHASING DIVISION, INCLUDE ON THE FRONT OF THE SEALED ENVELOPE THE FOLLOWING INFORMATION: COMPANY NAME, ADDRESS, BID NUMBER, OPENING DATE AND TIME. (THIS DOES NOT APPLY TO BIDS SUBMITTED ELECTRONICALLY VIA BIDSYNC)

NOTE:

THE CITY OF MESQUITE STRONGLY ENCOURAGES ALL VENDORS TO SUBMIT BIDS ONLINE THROUGH RFP DEPOT (WWW.BIDSYNC.COM). IF YOU ARE UNABLE TO SUBMIT YOUR BID ELECTRONICALLY, YOU MAY SUBMIT A HARD COPY TO EITHER OF THE LOCATIONS LISTED BELOW.

MAILING ADDRESS:

CITY OF MESQUITE
P.O. BOX 850137
MESQUITE, TX 75185-0137

PHYSICAL ADDRESS:

CITY OF MESQUITE
1515 N. GALLOWAY
MESQUITE, TX 75149

972-216-6201 PURCHASING DIVISION

IF THE PROCEDURES ARE NOT FOLLOWED, WHEN SUBMITTING YOUR BID BY HARD COPY, IT COULD RESULT IN YOUR BID NOT BEING ACCEPTED.

THANK YOU

MICHELE BRAND
MANAGER OF PURCHASING AND
TELECOMMUNICATIONS