



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #098-2011**

THIS IS NOT AN ORDER

RETURN

TO: Scott Menzer, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: April 5, 2011
Buyer's Email: smenzer@springfieldmo.gov
Telephone Number: 417-864-2079
Fax Number: 417-864-1927
DUE DATE: April 26, 2011

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON TUESDAY, APRIL 26, 2011**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

POLICE BALLISTIC VEST

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at:

www.springfieldmo.gov/egov/finance/bid_center.html

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. IFB Forms, Variances, Alternates

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. No Bid

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

- a. *Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.*
- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

34. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

35. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

36. Equal Employment Opportunity Clause

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

39. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

41. Affidavit for Service Contracts

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

42. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

**CITY OF SPRINGFIELD
INVITATION FOR BID #098-2011
GENERAL TERMS AND CONDITIONS**

1. Modifications

The scope of work to be done shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision shall be changed or modified without the execution of a formal Change Order, mutually agreed to by the City and the Contractor and processed through the Division of Purchases.

2. Contract Term

The term of this contract shall be for a period of one (1) year beginning on date of award. The City may, at its option, extend the contract for up to four (4) additional one-year terms.

3. Escalation/De-Escalation

Bid prices shall remain firm for a period of one (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

4. Estimated Quantities

The quantities indicated in this bid document are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The City of Springfield makes no guarantees about single order quantities or total aggregate order quantities.

5. New Products

All Items offered under this Invitation for Bid shall be **new**.

6. Termination of Contract

A. For Breach: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

B. For Convenience: The City shall have the right at any time upon 30 days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

7. Conflicts

A. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

B. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

8. Assignment

The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Jurisdiction

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

**CITY OF SPRINGFIELD
INVITATION FOR BID #098-2011
SPECIFICATIONS**

1. Scope

The following detailed product specifications set forth the style, color, construction, weight, ballistic performance and quality of concealable soft body armor (bullet-resistant vests) intended for use by members of the Springfield Missouri Police Department.

The City of Springfield Police Department intends to purchase 47 ballistic vests this fiscal year ending June 30. It is also the intent of the Police Department to purchase similar quantities during each option year. Please refer to the estimated quantities clause above.

2. Applicable Documents

The following third party standards, specifications, documents, amendments and/or applicable parts of issues in effect on the date of contractual purchase, shall form part of this specification:

- A. National Institute of Justice, Standard NIJ-STD-0101.06, Ballistic Resistance of Body Armor.
- B. MIL-STD-662F, V50 Ballistic Test for Armor.
- C. ANSI/ISO/ ASQ Q9001-2000 Certification.

3. Standard

All armor must meet NIJ Standard 0101.06 specifications for Threat Level Type II protection.

4. Workmanship Requirements

All armor shall be free from evidence of inferior workmanship, such as wrinkles, blisters, fraying, cracks or fabric tears. Stitching must be straight and secure. All armor shall be identical in appearance and manner of construction.

5. Gender Requirements

The vest manufacturer must be able to provide the same model in both male and female versions. Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

6. Design Requirements

The soft body armor shall be designed and constructed to provide:

- A. A high degree of concealment.
- B. Minimum restriction of motion or mobility.
- C. A means of securing a trauma-reducing device by either a pocket on the front of the ballistic panel specifically designed to hold a trauma-reducing device, or a pocket on the front of the panel carrier specifically designed to hold a trauma-reducing device.
- D. Tails on the front and back carrier panels to keep the armor from "riding up" while sitting or driving.

- E. Removable washable carriers with a 12-point removable strapping system for ease of cleaning.
- F. Optional carriers that quickly and easily convert the standard ballistic panels for over-the-clothes wear.
- G. For comfort and mobility the vests shall be designed to meet on the wearer's side. Vests that provide side protection solely by the front panel (front-to-rear wrap) will be rejected.

7. General Design

The soft body armor will be designed to be worn comfortably while being concealed under a lightweight shirt and shall also be designed for wear as an external over-the-clothes vest, by way of optional Multi-Assignment Carrier (MAC). The general armor configuration shall be a slip-in-design that covers the majority of the upper torso. 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.

The ballistic components must be removable in order to facilitate laundering of the carrier. Each piece of armor or vest shall include the following:

- A. One (1) set of ballistic panels (1 front and 1 back).
- B. Two (2) washable outer garments or carriers, black in color.
- C. One (1) 5" x 8" Soft Trauma Reduction Device.

8. Ballistic Panel Materials

All materials shall be new, unused and without flaws that may affect durability and function. Both front and back ballistic panels are to contain high performance bullet-resistant materials made of materials such as LFT, Gold Flex, Spectra, Spectra Flex Plus, Gold Shield, Kevlar, Twaron, Dyneema, Artec, or other Aramid or polyethylene ballistic fibers or blends. Panels made of Zylon are unacceptable.

9. Panel Construction, Weight, and Wearability Rating

All vests shall have a layer count uniform throughout the ballistic panel. Each front and back ballistic panel shall have a thickness of not more than .22 inches with an areal density of no more than twenty (13.6) ounces per square foot (.87 lbs.).

10. Ballistic Panel Cover Material

Each ballistic panel shall be encased in a covering constructed of a water proof and antimicrobial moisture vapor barrier material in accordance with NIJ Standard 0101.06 specifications.

11. Ballistic Panel Labeling

Each ballistic panel shall be labeled in accordance with NIJ Standard 0101.06 specifications.

12. Vest Garment or Carrier – Color and Materials

The carrier systems shall be removable from the ballistic panels for laundering and manufactured from a machine washable, dimensionally stable first quality material with less than 5% shrinkage. The outer shell, garment or carrier material shall be one hundred percent (100%) polyester micro fiber on the strike face side. The outer side of the carrier

shall have a soil resistant finish. The material color of the carrier system shall be black. The liner (body side) shall be constructed from an anti-microbial or “wicking mesh” fabric.

13. Vest Garment or Carrier – Adjustment Straps

Adjustment straps shall not be less than two inches (2”) wide or more than four inches (4”) wide. Hook and loop fasteners shall be provided on each strap allowing a minimum of plus or minus two inches (2”) adjustment in each torso strap and a minimum of plus or minus three inches (3”) on each shoulder strap. All carrier straps and shoulder straps shall be completely removable from the carrier.

14. Vest Garment or Carrier - Labeling

Each vest garment or carrier shall be labeled in accordance with NIJ Standard 0101.06 specifications.

15. Trauma Plate(s)

A soft trauma plate shall be included with each vest. It shall fit into the pocket attached onto the front of each ballistic panel or into an internal pocket attached to the panel carrier. The plate shall be constructed from either woven or unidirectional bullet-resistant material cut into a five inch by eight inch (5” x 8”) rectangle and shall be encased in a nylon slip.

16. Custom Fitting

The successful bidder shall be responsible for taking individual officer measurements. Each delivered vest shall fit in accordance with stringent guidelines. Soft body armor fit guidelines are as follows:

- A. The neck cutout of the upper portion of the front ballistic panel shall be fit so as to maintain concealability when worn with an open-collar uniform shirt.
- B. The bottom edge of the front ballistic panel must be within one inch (1”) of the highest waist belt (usually a duty belt) when the wearer is in a relaxed seated position.
- C. The side edges of the front and back ballistic panels shall be fit to meet, or leave no more than a one-inch (1”) gap between panels at the sides of the wearer during the initial custom fitting.
- D. The bottom edge of the back ballistic panel must be within one inch (1”) of the duty belt when the wearer is in a standing position.
- E. The front ballistic panel intended for females shall be designed to closely follow the curvature of each individual female’s chest.

17. Proximity for Fitting

It is our desire that measurements be taken at the Springfield Police Department. Where this is not possible, each vendor shall include a service proposal as to how measuring, re-works, and customer service will be maintained without local support services. If no plan is submitted by the vendor, it will be agreed that measurements will be taken at the Springfield Police Department.

18. Sizings

It is our desire that individual officer sizings be conducted within 24 hours following receipt of request from Springfield Police Department.

19. Adjustments and Alterations

Any vest issued that does not fit properly shall be returned to the vendor. Adjustments shall be performed in fourteen (14) days or less. The vendor must repair or replace any and all vests that become unserviceable because of manufacturing defects during the required warranty period.

20. Warranty

Any armor exhibiting defects during the warranty period shall be replaced without cost, including freight by the bidder and/or manufacturer. The ballistic panels of the armor unit shall be warranted for at least five (5) years from date of delivery. The garments or carriers shall be warranted for at least two (2) years from the date of delivery.

21. Packaging and Marking

Armor shall be packaged and shipped consistent with good commercial practices. Each set of armor shall have the officer's name clearly marked for easy identification.

22. Samples

Upon request, bidders shall be required to provide samples of item bid. Should a sample be requested, it shall be required that the bidder deliver the requested sample, at no cost to the City of Springfield within five (5) working days from date of request. Samples shall be sent to the Division of Purchases, 218 East Central, Springfield, MO 65802.

Failure to provide the requested sample for inspection may be grounds for determining the bidder non-responsive.

The requested sample shall remain the property of the bidder and shall be picked up by the bidder, or arrangements made for UPS, Fed EX or other carrier to pick-up the sample within 10 days after award.

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #098-2011**

SUBMITTED BY _____
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	47 EA	Police Ballistic Vest with (1) Carrier and (1) Soft Trauma Plate in accordance with attached specifications. Mfg: _____ Model No.: _____ Sizing: Vendor to provide ballistic vest sizing for individual officers within _____ hours following receipt of request from Springfield Police Department. Delivery: _____ days after individual officer sizing Sizing: _____ days after receipt of request SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____ Per Each	\$ _____

DELIVERY: F.O.B. DESTINATION

Prompt Payment Discount _____ % _____ Days, Net _____ Days

Accept P-Card Yes _____ No _____

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #098-2011**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #098-2011** FOR **POLICE BALLISTIC VEST** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____