

SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	INVITATION TO BID								
BID TITLE BODY ARMOR			BID NO. 5010-071817-1								
PAGE 1 OF <u>15</u> PAGES	BIDS WILL BE OPENED AT 2:00 PM ON JULY 18, 2017 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR <u>THIRTY (30)</u> DAYS AFTER SUCH DATE & TIME.		ISSUE DATE 06/28/2017								
 <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table border="0" style="width: 100%;"> <tr> <td>PHYLLIS W. ODOM</td> <td>MATTHEW CALDERONE</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>KIP TYNER</td> </tr> <tr> <td>CYNTHIA LEE ALMOND</td> <td>EDDIE PUGH</td> </tr> <tr> <td>SONYA MCKINSTRY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> DAVID COGGINS</p>		PHYLLIS W. ODOM	MATTHEW CALDERONE	RAEVAN HOWARD	KIP TYNER	CYNTHIA LEE ALMOND	EDDIE PUGH	SONYA MCKINSTRY		Vendor Information (SECTION TO BE COMPLETED BY VENDOR) <hr/> Company Name (Please Print) <hr/> Phone Number Fax Number <hr/> Email Address	
PHYLLIS W. ODOM	MATTHEW CALDERONE										
RAEVAN HOWARD	KIP TYNER										
CYNTHIA LEE ALMOND	EDDIE PUGH										
SONYA MCKINSTRY											

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. REJECTION OF BIDS

- (a) The City may reject a bid if:
 1. The bidder misstates or conceals any material fact in the bid, or if,
 2. The bid does not strictly conform to the law or requirement of bid, or if,
 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS

BID NO. 5010-071817-1

Signature _____

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
- (b) Bids may be withdrawn prior to the time set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.

8. DISCOUNTS

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

9. SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

10. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.
- (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
- (d) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.

11. DELIVERY

- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
- (b) Deliveries are to be made during regular business hours.

12. CONDITION OF MATERIALS AND PACKAGING

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).

15. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.

16. COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

17. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit <http://www.tuscaloosarecovery.com/blog/category/tuscaloosa-builds/>.

**

PRELIMINARY BID TAB WILL BE POSTED ON THE CITY'S WEBSITE ONCE AVAILABLE.

SPECIAL CONDITIONS

The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.

Awards shall be made or contracts entered into with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by the Division of Purchasing. The Division of Purchasing reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards. Local Bidder Preference will be used in bid evaluation in accordance with State of Alabama Bid Law Section 41-16-50(a).

The issuance of a City of Tuscaloosa Purchase Order or Purchasing Card is required to constitute a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted.

Questions concerning the bid process should be directed to David Coggins at (205) 248-5186 or dcoggins@tuscaloosa.com (e-mail is preferred). Questions concerning Specifications should be directed to Captain Randy Vaughn at (205) 248-4855 or evaughn@tuscaloosa.com.

Any addendums issued for this bid will be posted on the City Of Tuscaloosa website at <http://www.tuscaloosa.com/e-services/bids>. It is the responsibility of the bidder to check this page for any addendums before submitting their bid.

The term of this contract shall be for a period of one (1) year from the date of the Purchase Order hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of three (3) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.

Vendor to submit the following:

- Signed Special Conditions page
- Any necessary descriptive literature and/or specifications information as outlined above and/or elsewhere in this document
- Completed Bid Submissions page
- Completed and signed Bidder's Response Form

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.

VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.

Bid submissions shall be submitted in a sealed envelope and addressed to: David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama. The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope.

SPECIFICATIONS

Soft Body Armor System for Tuscaloosa Police Department

NIJ 0101.06
Level IIIA

1. Scope

This product specification details the style and quality of Level IIIA concealable or tactical vests and the external carrier intended for use by male members and female members of this agency. The vests shall be worn comfortably while being concealed under a shirt or in tactical applications. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma, and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.

The concealable or tactical body armor shall be the Point Blank Enterprises Models AXBIIIA for NIJ-0101.06 for Threat Level IIIA. Bids based on body armor models made by manufacturers other than Point Blank Enterprises must be clearly identified as such, and bidders must include full product description, a complete bid sample, drawings, photographs, and/or technical specifications.

This bid package should contain the AXBIIIA Tuscaloosa Daily Wear Package set which includes the following:

- AXB IIIA ballistic panel set with soft trauma pack and one Hilite carrier,
- Guardian Outer carrier with name tape on front and police ID tape on back of carrier,
- 8x10 Speed Plate special threat plate,

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency is entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement & Corrections Technology Center (NLECTC), and found to comply with NIJ-Standard-0101.06 Ballistic Resistance of Body Armor for Type IIIA armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

2. Guardian Carrier

2.1. Unique System Features

- 2.1.1. Patented Self-Suspending Ballistic System (SSBS) prevents ballistic panels from rolling and sagging inside the carrier
- 2.1.2. Adjustable Shoulder System
- 2.1.3. Internal left side pocket to keep front panel align with left panel
- 2.1.4. Centered front zipper for easy on/off
- 2.1.5. Internal pockets to keep ballistics in place
- 2.1.6. Featuring front hidden pockets
- 2.1.7. Front zippered pockets
- 2.1.8. Cable routing system

2.2. Optional System Features

- 2.2.1. Trauma inserts
- 2.2.2. ThorShield™ adds protection against Taser® or electroshock weapons

2.2.3. Pouch kit which contains 5 of the following:

- 2.2.3.1.** Double Flash Bang Pouch
- 2.2.3.2.** Single Flash Bang Pouch
- 2.2.3.3.** Single 2oz Spray Pouch
- 2.2.3.4.** Single 4oz Spray Pouch
- 2.2.3.5.** Taser Holster Tuck Strap
- 2.2.3.6.** Double 37/40mm Pouch
- 2.2.3.7.** Single 37/40mm Pouch
- 2.2.3.8.** Single Smoke Canister Pouch
- 2.2.3.9.** 2 Stacked Handcuff Pouch
- 2.2.3.10.** Single Radio Pouch
- 2.2.3.11.** Zipper Hydration Pouch Tuck Strap W/ MOLLE
- 2.2.3.12.** Zipper Small Misc./Utility Pouch Tuck Strap W/ MOLLE
- 2.2.3.13.** Zipper Large Misc./Utility Pouch Tuck Strap W/ MOLLE
- 2.2.3.14.** Zipper 4 x 8 Horizontal Utility Pouch Tuck Strap W/ MOLLE
- 2.2.3.15.** Zipper 4X8 Vertical Utility Pouch Tuck Strap W/ MOLLE
- 2.2.3.16.** Flash Light Pouch
- 2.2.3.17.** Open Top Large Flash Light Pouch
- 2.2.3.18.** Zipper Bottom Standard Gas Mask Pouch Tuck Strap W/ MOLLE
- 2.2.3.19.** Zipper Bottom Large Gas Mask Pouch Tuck Strap W/ MOLLE
- 2.2.3.20.** Standard Gas Mask Pouch
- 2.2.3.21.** Snap Pistol Holster
- 2.2.3.22.** Double Pistol Mag Pouch
- 2.2.3.23.** Triple Pistol Mag Pouch
- 2.2.3.24.** Single Rifle Mag Pouch
- 2.2.3.25.** Triple Rifle Mag Pouch
- 2.2.3.26.** Tiered Rifle Mag Pouch
- 2.2.3.27.** Double Horizontal Mag Pouch
- 2.2.3.28.** Double Sub Gun Mag Pouch
- 2.2.3.29.** Universal Dump Pouch
- 2.2.3.30.** Triple 2 Stacked Rifle Mag / VELCRO flap
- 2.2.3.31.** Bandolier Shotgun Pouch
- 2.2.3.32.** SR Buckle Shotgun Scabbard Tuck Strap W/ VELCRO
- 2.2.3.33.** Single Horizontal Mag Pouch
- 2.2.3.34.** Zipper Medical Pouch Tuck Strap W/ VELCRO
- 2.2.3.35.** PBE MEDICAL TRAUMA POUCH

3. Hi-Lite Carrier**3.1. Unique System Features**

- 3.1.1.** Patented Self-Suspending Ballistic System (SSBS) prevents ballistic panels from rolling and sagging inside the carrier
- 3.1.2.** Lightweight design naturally flexes to the contours of your body for exceptional maneuverability
- 3.1.3.** Split shoulders to allow easy access to the Self Suspending Ballistic System and to reduce rubbing against the neck
- 3.1.4.** Dry Run® moisture management system with environmentally safe A.M.Y.® anti-microbial yarns
- 3.1.5.** Ergonomically designed tails for a tailored fit and appearance with minimal visibility (tail/no tail options)

BID NO. 5010-071817-1**Signature** _____

3.1.6. ARMORVENT™ mitigates the negative effects of wearing body armor for sustained periods of time while improving the operational effectiveness and comfort for operators. EVAP™ Technology, ergonomic design and patent-pending air channel ventilation pattern delivers continuous comfort, regardless of temperature operational environment or duration of operation.

3.2. Base System Features

- 3.2.1.** Carrier exterior fabric: Microfiber (Durable Water Repellent)
- 3.2.2.** Carrier exterior color options: Navy Blue (BEB), Black (BKA), Tan (TNA), and White (WHA)
- 3.2.3.** Carrier interior fabric: Dri-Lex® Bandelero
- 3.2.4.** Carrier interior color is the same as the exterior color, except for the following colors:
 - 3.2.4.1.** Navy Blue with Black (BKA) interior
 - 3.2.4.2.** Tan with White (WHA) interior
- 3.2.5.** Heat Transfer Logo wording “Point Blank”
- 3.2.6.** Trauma insert pockets accommodate the following Speed and Soft Trauma Plate sizes:
 - 3.2.6.1.** 5” x 8”
 - 3.2.6.2.** 6” x 8”
 - 3.2.6.3.** 7” x 9”
 - 3.2.6.4.** 8” x 10”
- 3.2.7.** One 5” x 8” trauma plate (option of soft or steel)
- 3.2.8.** Two 2” x 7” Breath-O-Prene® shoulder straps
- 3.2.9.** Four 2” x 12” elastic side straps
- 3.2.10.** Removable Cummerbund: 4” x 19” for sizes up to 48 and 4” x 27” for sizes 50 and up
- 3.2.11.** Internal zipper closure (hidden zipper slide)
- 3.2.12.** VELCRO® Brand Fastener (low profile) used for the side strap attachment points
- 3.2.13.** Adjustable side straps offer 8-point adjustability

3.3. Optional System Features

- 3.3.1.** Concealable kit: Two carriers, one ballistic (front and back), and one soft trauma plate
- 3.3.2.** Concealable complete set: One carrier, one ballistic (front and back), and one soft trauma plate
- 3.3.3.** Additional Microfiber Carrier
- 3.3.4.** Blade Plates and Trauma Insert Plates
- 3.3.5.** 2” x 12” Removable Side Straps
- 3.3.6.** Elastic Removable Cummerbund
- 3.3.7.** R20-D Accessory Carrier as a tactical option for the concealable ballistics
- 3.3.8.** Tail/No Tail
- 3.3.9.** Optional ThorShield™
- 3.3.10.** Optional ARMORVENT™ add-on
- 3.3.11.** Pouch kit which contains 5 of the following:
 - 3.3.11.1.** Double Flash Bang Pouch
 - 3.3.11.2.** Single Flash Bang Pouch
 - 3.3.11.3.** Single 2oz Spray Pouch
 - 3.3.11.4.** Single 4oz Spray Pouch
 - 3.3.11.5.** Taser Holster Tuck Strap
 - 3.3.11.6.** Double 37/40mm Pouch
 - 3.3.11.7.** Single 37/40mm Pouch
 - 3.3.11.8.** Single Smoke Canister Pouch

- 3.3.11.9. 2 Stacked Handcuff Pouch
- 3.3.11.10. Single Radio Pouch
- 3.3.11.11. Zipper Hydration Pouch Tuck Strap W/ MOLLE
- 3.3.11.12. Zipper Small Misc./Utility Pouch Tuck Strap W/ MOLLE
- 3.3.11.13. Zipper Large Misc./Utility Pouch Tuck Strap W/ MOLLE
- 3.3.11.14. Zipper 4 x 8 Horizontal Utility Pouch Tuck Strap W/ MOLLE
- 3.3.11.15. Zipper 4X8 Vertical Utility Pouch Tuck Strap W/ MOLLE
- 3.3.11.16. Flash Light Pouch
- 3.3.11.17. Open Top Large Flash Light Pouch
- 3.3.11.18. Zipper Bottom Standard Gas Mask Pouch Tuck Strap W/ MOLLE
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- 3.3.11.20. Standard Gas Mask Pouch
- 3.3.11.21. Snap Pistol Holster
- 3.3.11.22. Double Pistol Mag Pouch
- 3.3.11.23. Triple Pistol Mag Pouch
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- 3.3.11.33. Single Horizontal Mag Pouch
- 3.3.11.34. Zipper Medical Pouch Tuck Strap W/ VELCRO
- 3.3.11.35. PBE MEDICAL TRAUMA POUCH

4. Ballistics

4.1. NIJ Certification Data

AXBIIIA weight is .79 pounds per square foot. The AD has been calculated using the American Society for Testing and Materials (ASTM) 3773 and D 3774. Thickness is 0.19 inches.

Threat 1 - Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig V50 (fps/mps)		Conditioned 357 Sig V50 (fps/mps)		New 357 Sig BFS (mm/in)		Conditioned 357 Sig BFS (mm/in)		Certification Date	Berry (Yes/No)
AXBIIIA	C1	1863	568	1821	555	31.02	1.22	29.98	1.18	1/17/2016	Y
	C5					26.34	1.04	26.83	1.06		

Threat 2 - High Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44 Mag V50 (fps/mps)		Conditioned 44 Mag V50 (fps/mps)		New 44 Mag BFS (mm/in)		Conditioned 44 Mag BFS (mm/in)		Certification Date	Berry (Yes/No)
AXBIIIA	C1	1713	522	1688	515	38.03	1.50	36.47	1.44	1/17/2016	Y
	C5					34.78	1.37	32.62	1.28		

**Special Threat Test
Summary Results (V50)**

Model No.	9-mm, 124-grain FMJ	9-mm, 127-grain SXT	.357 SIG GDHP	.22-cal, 17-grain FSP V2	2-grain RCC	4-grain RCC	16-grain RCC	64-grain RCC	.357-mag., 158-grain JSP
AXBIIIA	2035	1931	1862	1966	2855	2523	2151	1788	1548

4.2. Special Threat Test

The ballistic resistance test was performed at an NIJ independent laboratory using the following threats:

- 9mm NATO, 124-grain full metal jacketed (FMJ) projectiles
- 9-mm, 147-grain jacketed hollow point (JHP) projectiles
- 9mm-127- grain supreme expansion technology (SXT) projectiles
- 5.7X28 mm, 27-grain SS195 lead free hollow point (LFHP) projectiles
- 357 SIG., 125-grain Gold Dot Hollow Point (GDHP) projectiles
- 2-,4-,16-, and 64-grain right circular cylinder (RCC) projectiles
- .22-cal., 17-grain fragment simulating projectiles (FSP)
- 9-mm Fiochi, 115-grain FMJ projectiles
- 9-mm Wolf, 115-grain FMJ projectiles
- 9-mm, 127-grain supreme expansion technology (SXT) projectiles
- 5.70 x 28-mm, 27-grain SS195 lead free hollow point (LFHP) projectiles
- .40-cal., 165-grain S+W Speer gold dot hollow point (GDHP) projectiles
- .45 Auto, 230-grain brass jacketed hollow point (BIHP) projectiles
- 12-gauge, 2 ¾ -in mag., 1oz. Slug projectiles

The AXBIIIA has been tested in accordance with FBI Test Protocol 4.1 and LAPD test protocol.

4.3. Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene fabrics. No other ballistic material shall be used.

4.4. Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 200D double wall Ripstop with TPU coating.

5. Quality and Warranty

5.1. Quality

Point Blank Enterprises, Inc. is ISO 9001-2008 Certified. ISO 9000 refers to a set of quality management standards that are recognized and respected internationally to facilitate manufacturing excellence. Point Blank Enterprises, Inc. products and services are managed, controlled, and assured by a registered ISO 9001 Quality Management System.

5.2. Warranty

5.2.1. Warranty Card - Included with the outer shell carrier is a warranty registration card that must be completed and returned to the manufacturer’s address posted on the card for the warranty to be effective.

5.2.2. Warranty – Outer Shell Carrier - The outer shell carrier and other non-ballistic components are warranted to be free from material and manufacturing defects for 24 months from the date of issue to the individual user, as verified by the warranty card. During the warranty period, any garment having a manufacturing or material

defect, as determined through inspection by an authorized Point Blank Enterprises representative, will be repaired or replaced at no cost to the customer. The outer shell carrier warranty shall be void if the product has been altered, abused, misused, stored improperly, or not cleaned in accordance with cleaning instructions.

5.2.3. Warranty - Soft Ballistic Component

The bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard for a period of five years from the date of issue to the individual user, as verified by the warranty card. The bullet/stab-resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic Resistance of Personal Body Armor. The ballistic elements are warranted to be of the same construction and design as the original NIJ certified model listed on the label. During the warranty period, any soft ballistic component having a manufacturing or material defect, as determined through inspection by an authorized Point Blank Enterprises representative, will be repaired or replaced at no cost to the customer. Should the soft body armor ballistic panel cover be compromised (cut, torn or frayed); it should not be worn and immediately returned to the manufacturer for inspection and repair. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If, however, the damage is the result of improper care, storage or abuse, determined solely by Point Blank Enterprises, then Point Blank Enterprises will advise the owner of recommended repair or replacement costs. The ballistic/stab-resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements. There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element. The ballistic or stab element is not warranted to be bulletproof or stab proof.

5.2.4. Warranty Coverage Exceptions

The warranty does not cover and is void for:

- Any garment altered or modified in any way other than Point Blank Enterprises authorized factory alterations.
- Any ballistic or stab element that has been altered or modified in any way other than Point Blank Enterprises authorized factory alterations.
- Any ballistic or stab element not in a Point Blank Enterprises outer shell carrier from any of the core brands (Point Blank Body Armor, Protective Apparel Corporation of America (PACA), Protective Products or PARACLETE®) except as approved by Point Blank Enterprises.
- Damage as a result of abuse or misuse.
- Damage as a result of improper storage or maintenance.
- Penetrations as a result of ballistic or stab testing.
- The results of any specific ballistic or stab testing.
- Injury as a result of bullets or other projectiles or instruments not impacting the ballistic or stab element.
- The warranted items herein are expressly in lieu of other warranties, express or implied, including the implied warranties of merchantability, fitness for particular purpose and other warranties arising from a course of dealing, usage or trade.

There are no warranties, express or implied, including the implied warranty of merchantability, which extend beyond the description on the face hereof. There are no warranties, express or implied, that extend beyond the warranty period set forth herein.

6. Product Liability Insurance

Vest manufacturer shall agree to provide a minimum of \$26,000,000 product liability insurance coverage on delivered vests.

7. Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

8. Labeling**8.1. Material**

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

8.2. Label Requirements

All soft body armor shall be labeled in strict adherence to the label requirements identified in NIJ Standard 0101.06, Ballistic Resistance of Body Armor, and the NIJ's Compliance Testing Program (CTP).

The ballistic panel label shall include, but not be limited to the following:

- Name of Manufacture
- Manufacture Address
- Level of Protection
- NIJ 0101.06
- Date of Manufacture
- Date Issue
- Size
- Serial Number
- Model of Vest
- Care Instructions
- Warranty Period
- Warranty Contact Information

9. Post Certification Retest Policy/Used Vest Evaluation Recommendations

Point Blank Enterprises, Inc. (PBE), which includes Point Blank Body Armor, Protective Apparel Corporation of America (PACA), Protective Products Enterprises (PPE), and Paraclete, encourage valid body armor testing for the purpose of acceptance testing of new vests, and as a tool to be used to evaluate used body armor replacement cycles. In order to provide our customers with guidance in this area, we offer the following recommendations that may help in providing the tools to make informed decisions in buying new armor as well as replacing used armor.

PBE recognize and recommends properly performed ballistic testing in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 (NIJ BA CTP Application Package: 005) for new armors. All testing will be performed at an NIJ approved ballistic test laboratory. Only bullets listed in NIJ Standard 0101.06 table 10 will be utilized. Each ballistic test shall be conducted on a complete vest and in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 (NIJ BA CTP Application Package: 005). Panels shall be shot against clay backing material, which has been conditioned in accordance with NIJ 0101.06. Prior to each shot, the panel will be placed flat against the clay backing material. For acceptance testing, vest samples shall be new and in unused condition.

9.1. Minimum Sample Size

In order to have valid test data, minimum representative samples should be tested. For new vests acceptance testing the recommended minimum representative sample size should be no less than 3 vests (6 panels). In the case of used vest evaluation testing, the recommended minimum representative sample size should be 5 vests (10 panels). Representative samples should be of the same model and in the case of used vests, the same Wear Rating category.

9.2. New Vest Testing Recommendations

For acceptance testing of new, unused vests, the armor should be expected to have no perforations at the NIJ 0101.06 reference velocities. In addition, BFS will not be measured in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 - NIJ BA CTP Application Package: 005.

9.3. Additional Sample Sets

If there is a perforation of a representative armor sample during the initial testing, then additional samples should be tested to verify the results of the initial testing. It is recommended that three additional samples sets be tested. In order for the representative sample group to be acceptable, there should be no perforations in any of the additional samples sets at the NIJ 0101.06 reference velocities for that class of armor.

10. NIJ 0101.06 Reference Velocities

Refer to Table 4 P-BFS performance test summary chart. Page 46 NIJ Standard 0101.06.

10.1. Used Vest Evaluation

Used body armor evaluations are necessary and will help the consumer or organizational administrator in determining when to replace armor that is past its practical service life. The following information and recommendations are offered and may be useful in making these determinations.

Vests that are in service will experience some loss of ballistic performance as a result of normal wear. The amount of wear or lack of proper care is closely related to the amount of performance loss. Therefore it is critical that body armor is cared for and stored as recommended by the manufacturer. In addition, armor should be inspected on a regular basis for signs of unusual wear and/or improper care. Armors that are found to be in poor condition should be replaced as soon as possible. In addition, if there are breaks in the ballistic cover (torn, worn through, open seams) the vest should be taken out of service and replaced immediately. It should be clearly understood that wear rates are not directly related to time in service or length of the manufacturer's warranty. Armor wear is similar to automobile tire wear. Some drivers wear out tires faster than others. Similarly, some officers wear out their vests sooner than others. Vests that are worn out should be replaced regardless of the time it has been service or the length of the manufacturer's warranty.

10.2. Used Vest Inspection and Ration

Due to the potential wear condition variability of used vest samples each vest sample must be inspected on a regular basis for wear condition and any indications of abuse or improper care. After inspection the samples should be Wear Rated according to their condition and if ballistic testing is anticipated, grouped accordingly. The recommended Wear Ratings categories are listed below:

- Wear Rating #1 - Good condition - Light wear, no set wrinkles or stains, ballistic cover intact.
- Wear Rating # 2 - Fair condition - Moderate wear, some set wrinkles at edges, light staining, and ballistic cover intact.
- Wear Rating # 3 - Poor condition - Replacement should be considered if any of the following are present:
Heavy wear, set wrinkles, staining of the ballistic cover, breaks in the ballistic cover or open seams.

Wear Rating # 4 - Very poor condition - Should be taken out of service and replaced if any of the following are present: Creases, folds, set wrinkles, staining or signs of mildew or chemical contact, breaks in the ballistic cover, open seams, ballistic cover very worn or worn through.

10.3. Used Vest Degradation

If ballistic testing is conducted, it should be expected that used vest samples will show some performance degradation over new unused vest samples. It should also be expected that some used vest samples will show performance degradation that may be below the NIJ 0101.06 reference velocity for new vests. Although this may be the case in some used vest samples, it should be understood that actual street threat velocities are lower than the NIJ 0101.06 reference velocity according to manufacturer's published literature.

10.4. Manufacturer’s Bullet/Cartridge Muzzle Velocities

Caliber	Bullet	Muzzle Velocity	Manufacturer
40 S&W	180 Gr. FMJ	985 FPS	Remington
40 S&W	180 Gr. FMJ	990 FPS	Winchester
40 S&W	180 Gr. FMJ	985 FPS	American Eagle
9MM	124 Gr. FMJ	1100 FPS	Remington
9MM	124 Gr. FMJ	1140 FPS	Winchester
9MM	124 Gr. FMJ	1120 FPS	American Eagle
357 Mag.	158 Gr. JSP	1235 FPS	Remington
357 Mag.	158 Gr. JSP	1235 FPS	Winchester
357 Mag.	158 Gr. JSP	1240 FPS	American Eagle
357 Sig	125 Gr. FMJ	1325 FPS	Remington
357 Sig	125 Gr. TMJ	1325 FPS	Speer
357 Sig	125 Gr. FMJ	1350 FPS	American Eagle
44 Mag.	240 Gr. SJHP	1180 FPS	Remington
44 Mag.	240 Gr. SJHP	1180 FPS	Winchester
44 Mag.	240 Gr. SJHP	1230 FPS	Federal

10.5. Recommended Used Vest Evaluation Testing

Although the NIJ STD 0101.06 makes no direct correlation between “Conditioned Vest testing” and actual used vest service life, the reference velocities for “conditioned” vest could be utilized as a guide for testing used vests. “This protocol will not predict the service life of the vest nor does it simulate an exact period of time in the field.” (Pg. 27 NIJ0101.06).

10.6. Used Vest Ballistic Performance Expectations

10.6.1. Wear Rating#1, # 2 or #3 - Good Fair and Poor Condition - When testing representative sample groups with Wear Ratings of #1, #2 or #3, there should be no perforations below the Conditioned Armor test velocities as set forth in the NIJ 0101.06 Compliance Testing Program. Refer to Table 4 P-BFS performance test summary chart. Page 46 NIJ Standard 0101.06. If there is a perforation of a representative armor sample during the initial testing, then three additional representative samples sets should be tested to verify the results of the initial testing. If the verification testing results in any additional perforations, then it is recommended that the representative group is replaced by the agency.

10.6.2. Wear Rating # 4 - Very poor condition - Since vests in this category should be replaced, there should be no specific expectation of ballistic performance. Although some vests in this category may still provide ballistic protection, tests results will not be consistent and therefore cannot be relied upon.

BID SUBMISSIONS

MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

AXB IIIA Ballistic Panel Set with Soft Trauma Pack and One Hilite Carrier

Make & Model: _____

Bid Price Each: _____

Delivery Time: _____

Guardian Outer Carrier with Name Tape on Front and Police ID Tape on Back

Make & Model: _____

Bid Price Each: _____

Delivery Time: _____

8x10 Speed Plate Special Thread Plate

Make & Model: _____

Bid Price Each: _____

Delivery Time: _____

BODY ARMOR

Company _____

BID NO. 5010-071817-1

Signature _____

BIDDER'S RESPONSE FORM

COMPANY NAME: _____

CONTACT PERSON: _____

COMPLETE MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

COPIES SUBMITTED: _____ VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.

NOTE: BY SIGNING THIS CONTRACT, THE CONTRACTING PARTIES AFFIRM, FOR THE DURATION OF THE AGREEMENT, THAT THEY WILL NOT VIOLATE FEDERAL IMMIGRATION LAW OR KNOWINGLY EMPLOY, HIRE FOR EMPLOYMENT, OR CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN WITHIN THE STATE OF ALABAMA. FURTHERMORE, A CONTRACTING PARTY FOUND TO BE IN VIOLATION OF THIS PROVISION SHALL BE DEEMED IN BREACH OF THE AGREEMENT AND SHALL BE RESPONSIBLE FOR ALL DAMAGES RESULTING THEREFROM.

FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.

NON-BIDDER RESPONSE FORM

For purposes of maintaining accurate bidder's list and facilitating your firm's response to our invitation for bid, the City of Tuscaloosa is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to Mr. David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. Failure to either submit a bid proposal or return this form may result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

___ Items or materials request not manufactured by us or not available to our company.

___ Our items or materials do not meet specifications.

___ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

___ Quantities requested are too small.

___ Insufficient time allowed for preparation of bid.

___ Incorrect address used. Correct mailing address is:

___ Our branch/division handles this type of bid. Correct name and mailing address is:

___ Other reason(s): _____

Company Name: _____

Address: _____

City/State/Zip: _____

Signature: _____