

INVITATION FOR BID

BID NUMBER: 8385-PL-A1
RTG DATE: Friday, August 14, 2015
DEPARTMENT OF AVIATION - APD

SEALED BIDS FOR:

ADDENDUM #1 – AIRPORT SPECIAL RESPONSE TEAM TACTICAL BODY ARMOR FOR THE ATLANTA POLICE DEPARTMENT – TO BE ORDERED AS NEEDED FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF AWARD IN ACCORDANCE WITH THE ATTACHED SPECIFICATION

Sealed bids, for furnishing the supplies or services contained herein will be received by:

**CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
CITY HALL SOUTH, SUITE 1900
55 TRINITY AVENUE, S.W.
ATLANTA, GEORGIA 30303-0307**

First floor, **no later than 2:00 P.M.**, (OUR BID CLOCK TIME IS VERIFIED AND CALIBRATED WITH THE BUREAU OF NATIONAL STANDARDS TIME PRIOR TO EACH BID OPENING) **Tuesday, August 25, 2015** and at that time will be publicly opened and read in Suite 1900.

A Pre-Bid Conference/Site Visit – N/A. The deadline for bidders to submit questions regarding the bid is N/A. **Questions** should be submitted via email to **Patricia Lowe**, Buyer, at plowe@atlantaga.gov . For information, call (404) 330-6583.

This form **MUST** be returned with all bids. Bids must be typed or printed in **blue ink**. Refer to Bid Number, Date and Time on the **enclosed return label**. All bids must be hand delivered, delivered by courier service or mailed via United States Postal Service. No facsimile will be accepted. One (1) original ITB in **blue ink** must be submitted and must be marked as an original as well as one (1) ITB copy which must be marked as copy. **If you quote, please sign each “Bid Sheet” in blue ink, DO NOT ‘white out’ entries or your bid may be deemed non-responsive and put the name of your company on each sheet and each pricing sheet page must be stamped “original”.** If you do not quote, return signed bid invitation sheet and state reason; otherwise, your name may be removed from our mailing list. **Failure to follow these instructions could result in your bid being rejected.**

ALL COMMUNICATION PERTAINING TO THIS BID MUST BE DIRECTED TO THE DEPARTMENT OF PROCUREMENT REFERENCING BID NUMBER. BIDDER MAY NOT CONTACT OTHER BUREAUS OR CITY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN NON-ACCEPTANCE OF YOUR BID.

_____			_____		
Legal Name of Firm			Authorized Representative/Please Type/Print		
_____			_____		
Address			Signature/Title		
_____	_____	_____	_____		
City	State	Zip Code	Area Code/Telephone Number/Email Address		
_____			_____		
Date Submitted			COA Supplier ID#		

BIDS MAY BE SUBMITTED FOR EVALUATION, BUT NO AWARD WILL BE MADE UNLESS YOU POSSESS A CURRENT BUSINESS LICENSE THAT AUTHORIZES BIDDER TO TRANSACT BUSINESS AT A LOCATION IN THE STATE OF GEORGIA. IN THE CASE OF AN OUT OF STATE BUSINESS WITH NO LOCATION OR OFFICE IN GEORGIA, WHICH EXERTS SUBSTANTIAL EFFORTS WITHIN THE STATE AND CITY, SUCH BUSINESS MUST OBTAIN A CITY OF ATLANTA, BUSINESS LICENSE AS REQUIRED BY CITY CODE SECTION 30-52, ET SEQ. TO OBTAIN A BUSINESS LICENSE, CONTACT: CITY OF ATLANTA, BUSINESS LICENSE DIVISION, CITY HALL SOUTH, SUITE 1350, 55 TRINITY AVENUE, S.W., ATLANTA, GEORGIA 30303-0307, and (404) 330-6213.

In compliance with the aforementioned, the bidder agrees to furnish and deliver the goods and/or services at the prices indicated. It is agreed that this bid shall constitute an offer, and if accepted by the City, delivered to the designated point(s) within the time specified.

PRICES CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE STATED.

MERCHANDISE/SERVICE TO BE DELIVERED: AS DIRECTED

NOTE: Read all instruction, conditions, specifications, etc., in detail. Acceptance of your quotation guarantees your price and it cannot be withdrawn. Check all figures before submitting bid. UPON REQUEST, A COPY OF THE BID TABULATION WILL BE MADE AVAILABLE TO YOU AT A COST OF \$.10 PER PAGE.

All Bids are subject to the following:

1. Compliance with City of Atlanta Code, Section 2-1413, Requirements for execution of City contracts and Section 2-1414, Equal Employment Opportunity clause. In conjunction with these Code sections, a completed Contract Employment Report or a current letter of certification from the City of Atlanta Office of Contract Compliance must accompany each bid.
2. Compliance with bidding instructions, terms, and conditions (pages 3 and 4).
3. Other provisions, certifications, Insurance, Payment and/or Performance Bonds, if incorporated by reference in this schedule.
4. Additional instructions, special conditions applicable to indefinite quantity invitations on Annual Contracts.
5. A completed W-9 Request for taxpayer identification number and Certification Form.
6. A Notarized E-Verify Contractor Affidavit and/or Subcontractor Affidavit, even if not applicable.
7. Enter your City of Atlanta Supplier ID number on page one (1) of the ITB. A Supplier number can be obtained by registering at www.atlantaga.gov.

FIRM NAME _____ SIGNATURE _____

*******ADDENDUM #1*******

**BID NUMBER 8385-PL-A1,
AIRPORT SPECIAL RESPONSE TEAM TACTICAL BODY
ARMOR FOR THE ATLANTA POLICE DEPARTMENT**

Changes to this Specification

Please replace previous specifications with the new specifications from Addendum #1.

******* BID DUE DATE AUGUST 25, 2015 *******

****ALL PAGES OF THIS ADDENDUM MUST BE RETURNED WITH YOUR ORIGINAL BID. ****

****FAILURE TO RETURN ALL PAGES OF THIS ADDENDUM WITH YOUR ORIGINAL BID, MAY DEEM BID AS INCOMPLETE AND COULD BE CAUSE FOR REJECTION OF BID AND AN AWARD.****

We apologize for any inconvenience this may have caused.

ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M.

Bids will be publicly opened and read at 2:00 P.M., in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia.

****ALL PAGES OF THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR ORIGINAL BID. ****

FIRM NAME _____ SIGNATURE _____

Material Type: BODY ARMOR
Item Number: 6806600
Revision Date: August 14, 2015

**CITY OF ATLANTA SPECIFICATION FOR
AIRPORT SPECIAL RESPONSE TEAM TACTICAL BODY ARMOR**

1. SCOPE AND CLASSIFICATION

- 1.1 Scope - This specification describes the minimum acceptable requirements for concealable National Institute of Justice (NIJ) rated, Threat Level IIIA, tactical soft body armor for use by the Atlanta Police Department Airport Special Response Team. 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 vest with applicable options and colors as ordered for male or female personnel.

The body armor shall exceed all Standards outlined in the National Institute of Justice (NIJ) Standard 0101.06, for Threat Level IIIA, and Ballistic resistance of Body Armor.

- 1.2 Classification – The material(s) shall be classified as follows:

GROUP I - Light Weight Full Tactical Body Armor

2. NOTES

IMPORTANT: INSTRUCTIONS TO ALL BIDDERS:

The City may consider valid only those bids, which comply with these instructions:

- 2.1 At numbered specific requirement section, all bidders must insert "Compliance" or "Exception" in each space provided.

FIRM NAME _____ SIGNATURE _____

2.2 Bidder "exceptions", further clarification, or notes must be detailed in these spaces or on an additional sheet referencing the numbered specification paragraph.

2.3 Report of Purchases - An itemized (monthly) report of all purchases made during the first nine (9) months of this contract will be required to be submitted to the Chief Procurement Officer during the tenth (10th) month of this contract. Failure to submit "Report of Usage" may result in forfeiture of future contracts with the City of Atlanta.

2.4 The equipment to be furnished must be currently on production and shall be manufacturer's standard model complete with all standard equipment. When cost effective and consistent with operational needs of the department, all energy consuming equipment purchased will be energy efficient, defined as meeting either Energy Star specification of criteria that puts products in the upper 25% of energy efficiency, as well as meeting quality, performance and durability requirements.

2.5 All bidders must submit two (2) sets of descriptive literature (If applicable) plainly marked with:

- A - Company Name
- B - Group to which literature pertains for each item and components bid.

2.6 This Invitation for Bid covers parts and service for one (1) year after delivery date. Bidder must submit price information for parts and service indicating schedule or rate of discount, which shall apply to the City of Atlanta.

2.7 Bidder (where applicable) must be able to supply ninety percent (90%) of parts required to maintain this equipment within 24 hours and have access to the remaining ten percent (10%) of parts within 72 hours.

2.8 Bidders will supply original manufacturer part crossover numbers for parts, which are not manufactured by the equipment manufacturer after the award of bid but prior to the delivery of equipment.

FIRM NAME _____ SIGNATURE _____

- 2.9 Successful bidder (where applicable) must provide a minimum of four (4) hours instruction in the proper and safe use of the equipment.
- 2.10 Successful bidder must provide parts, service and operating manuals for each unit provided.
- 2.11 Successful bidder must supply information described on attachments A and B, along with the manufacturers bid. Line set sheet (where applicable) shall be completed and furnished at time of delivery of each piece of equipment ordered.
- 2.12 Without expressed or implied obligation on the part of the City of Atlanta to perform, the bidder may submit an option to the City for a multi-year purchase concept covering three (3) years' service and parts for equipment covered by this bid. State provisions of the multi-year purchase option including terms, price and expiration date. Attach a separate sheet.
 - 2.12.1 The Code of Ordinance of the City of Atlanta specifically prohibits obligating the City for future budget years.
 - 2.12.2 In the event options are exercised to purchase units in subsequent years the provisions as related to parts and services will apply as indicated above.
- 2.13 The City of Atlanta reserves the right to increase or decrease quantities shown without penalty.
- 2.14 Quantities - None of the various agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
- 2.15 Any quantities remaining undelivered may be automatically canceled at expiration of contract or purchase order.
- 2.16 The City prefers to make a single award for all of the items listed. Separate awards may be made by group or by line item, if it appears to be in the best interest of the City to do so.
- 2.17 Default - The contract may be canceled or annulled by the Chief Procurement Officer in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next lowest bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or his/her surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices provided that the vendor

FIRM NAME _____ SIGNATURE _____

shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the Chief Procurement Officer, shall constitute contract default.

2.18 Escalation/De-Escalation Clause - Preference shall be given to the bidder submitting the lowest and best firm price as their bid. Should it be found that due to unusual market conditions it is to the best interest of the City of Atlanta to accept a price with an escalation/de-escalation clause, the following shall apply:

2.18.1 The contract price shall be frozen for a specified period. This period must be shown on your bid.

2.18.2 Escalation - Cost data to support any proposed increase must be submitted to the Chief Procurement Officer of the Department of Procurement not less than thirty (30) days prior to the effective date of any such requested price increase.

2.18.3 Any adjustment allowed shall consist only of bona fide cost increases resulting from such situations as unforeseen raw material cost increase which may be passed on to the consumer.

2.18.4 No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

2.18.5 De-Escalation - In the event that market media indicators show that the prices for those materials, goods or services have overall decreased but the vendor has failed to pass the price decrease onto the City, the City reserves the right to place the vendor in default for cause, cancel the awarded contract, remove the vendor from the City of Atlanta Bidders List for a period deemed suitable to the City, and recuperate any damages from the vendor.

2.19 Evaluation Criteria - Listed below are the criteria used to evaluate bids for the City of Atlanta. These criteria will carry as much weight as Low Bid so that the City of Atlanta, in evaluating bids will be able to determine the "Lowest Complete and Satisfactory Bidder" which will be in the best interest of the City. The criteria are as follows:

- a. Conformance to Specification
- b. Low Bid
- c. Price
- d. Training - (Amount of Hours and Level Offered)
- e. Parts Availability - (Local Source)

FIRM NAME _____

SIGNATURE _____

- f. Capability - of unit (s) offered to perform the tasks of the User Department(s). Field Demonstrations may be requested to insure that the equipment meets User and Engineering Specifications.
- g. Financial Capability
- h. Discount Offered
- i. Freight Charges
- j. Delivery Time
- k. Warranty
- l. Vendor Past Performance
- m. Vendor Availability to Perform
- n. Vendor Reference - Vendor shall submit three (3) references from individuals, entity or corporation for which a similar project was successfully completed within time and budget. Also to be of consideration in the evaluation of bid is the vendor's past performance of this contract/supply bid. **(Please see final page of this specification for Vendor Reference form)**

2.20 Will your company accept a portion of this contract? Please check in the appropriate space. _____ yes _____ no

2.21 If in the best interest of the City of Atlanta and with the written consent of the vendor, this contract may be extended for one (1) additional year.

2.22 Brand Name or Trade Name Instructions - If items in this Invitation for Bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the City of Atlanta to meet its needs in all respects.

2.22.1 All bidders, including bidders whose products may be referenced, shall clearly indicate manufacturer/trade name and identifying number in space provided within Pricing Sheet of this Invitation for Bid.

2.22.2 If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City and will be based on information furnished by the bidder. Accordingly, to insure that sufficient information is available the bidder may be required to submit literature and/or samples prior to award. These shall be supplied within seven days, if required.

FIRM NAME _____ SIGNATURE _____

- 2.23 Alternate Bid – Bidders, who have other items they wish to offer in lieu of or in addition to that required by this Contract, should submit a separate Bid marked "ALTERNATE BID FOR BID NO. ~~8385-PL~~". Alternate Bids will automatically be deemed non-responsive and will not be considered for award of the subject Contract. Such bids however, may be examined prior to award the subject Contract and may result in either cancellation of all bids to permit rewriting of the Specifications to include the alternate item in a rebid or the alternate item may be considered for future requirements.
- 2.24 A careful and accurate account of labor, including the name(s) or identification of mechanic(s), helper(s), etc. and the hours of work applied to each job, listing actual parts used in the performance of each job, description of the City equipment as well as parts only purchased under this contract is to be maintained by the vendor for a period of not less than one year. Such account or record may be subject to audit by an authorized City official.
- 2.25 Invoices must be itemized to show hours of labor, parts, materials, accessories with unit price and extension, including the applicable purchase order number.
- 2.26 Audit - The vendor shall maintain all books, documents, papers and records pertaining to this contract and to make such books and records available for inspection and auditing, upon reasonable notice by the City. As a result of any such audits, overcharges will be adjusted and compensation made by the vendor as applicable under this contract. Such books and records shall be maintained and made available for inspection and auditing for the duration of this contract and for a period of not less than three (3) years after the expiration date of contract.

3. REQUIREMENTS

Please state "Compliance" or "Exception" pursuant the instructions contained in paragraph **NOTES**, 2.1 and 2.2 of the ITB. Check marks, dittos or any other markings may not be accepted and your bid could be rejected.

3.1 General Requirements

- 3.1.1 The intended use of soft body armor detailed herein shall be standard issue armor. It shall be intended for routine daily wear as an undergarment. The soft body armor shall be designed to provide:

FIRM NAME _____

SIGNATURE _____

- 3.1.1.1 Lightweight NIJ certified armor in Level IIIA.
- 3.1.1.2 A high degree of comfort.
- 3.1.1.3 Minimum restriction of motion or mobility.
- 3.1.1.4 Removable Level IV front and back armor plates.
- 3.1.1.5 Provide protection against the labeled projectiles in accordance with the NIJ Standard 0101.06.
- 3.1.1.6 Front, back, and side torso protection with ballistic collar.
- 3.1.1.7 Rugged exterior carrier with drag strap and modular or grid attachment system.
- 3.1.1.8 Detachable throat, groin, and bicep protection.

Compliance

Exception

3.2 Design

3.2.1 The ballistic panels of soft body armor meeting this specification shall provide flexible and light weight comfort. The body armor shall be designed for high risk incidents for wear as an outer garment. Vests shall be designed and constructed to provide (1) light NIJ certified armor in Level IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort.

Compliance

Exception

3.2.2 The general configuration shall be the slip-on front opening vest type that covers the majority of the upper torso, including side coverage.

Compliance

Exception

3.2.3 The front ballistic panel shall cover the chest approximately up to the collar bone. The vest should extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of a motor vehicle.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

3.2.4 The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt.

Compliance

Exception

3.2.5 The sides of the torso shall be covered by having side coverage from both the front and rear panels. The front panel shall overlap the back panel by at least 1" inch to prevent a round from "skipping" between the two (2) panels.

Compliance

Exception

3.2.6 Each piece of soft body armor shall include the following:

3.2.6.1 One (1) set of ballistic panels, containing two (2) panels (front and rear).

3.2.6.2 One complete washable carrier with drag strap.

3.2.6.3 Removable Level IV front and rear armor plates.

3.2.6.4 Detachable throat, groin, and bicep protection.

3.2.6.5 Dual weapon retention pads.

3.2.6.6 Mic tabs.

3.2.6.7 Front and rear Velcro for ID's.

3.2.6.8 Wire channel.

3.2.6.9 Front opening design with heavy duty zipper and Velcro zipper flap.

3.2.6.10 Side elastic closure bands.

3.2.6.11 Adjustable overlapping shoulder protection.

Compliance

Exception

3.3 Ballistic Panels

3.3.1 Materials - All materials shall be new, unused and without flaws that affect appearance, durability and function.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

3.4 Panel Construction

3.4.1 The ballistic panels shall be a hybrid construction with perimeter stitching covered with denier nylon with urethane backing and heat sealed edges.

Compliance

Exception

3.4.2 All vests shall be submitted, shall represent armor which in layer count is uniform throughout the ballistic panel. Accordingly, any ballistic panel which is not uniform, in layer count, throughout the entire ballistic package, shall be tested utilizing the least number of layers which exist in any part of the ballistic package.

Compliance

Exception

3.4.3 Each layer of ballistic material, in order to retain flexibility, shall not be laminated to any other layer of ballistic material. Accordingly, any armor, shall contain such lamination, shall be rejected.

Compliance

Exception

3.5 Ballistic Panel Performance - Ballistic panels shall exceed all standards contained in the NIJ Standard 0101.06, Ballistic resistance of Body Armor.

3.5.1 V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with NIJ Standard 0101.06. The test shall be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0101.06. Failure to provide certification shall be cause for rejection.

Compliance

Exception

3.5.2 Relative Performance Index (RPI)

It has been determined that the relative strength to weight ratio of a ballistic design is important in determining its comfort/performance characteristic. The strength to weight ratio is calculated by dividing

FIRM NAME _____

SIGNATURE _____

the area weight (lbs. per square foot) into the performance V50 value. A high strength to weight ratio or Relative Performance Index (RPI) indicates a high degree of comfort and performance. Each bidder shall submit RPI test reports for the vest being offered.

Compliance

Exception

3.5.3 Trauma Performance (BFS)

Blunt trauma reduction is an important aspect of armor design. Low back face signature (BFS) result in reduced blunt trauma injury. Therefore, the back face signature (BFS) results of the NIJ 0101.06 certification test reports shall be submitted for the vest being offered.

Compliance

Exception

3.5.4 Bid submissions which do not meet this requirement, shall be rejected.

Compliance

Exception

3.6 Labeling

3.6.1 Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier. All body armor shall be labeled in strict adherence to the labeling requirements set forth in NIJ Standard 0101.06. The ballistic panel labeling shall include, but not be limited to the following:

- 3.6.1 Name of Manufacturer
- 3.6.2 Level of Protections
- 3.6.3 NIJ-Standard 0101.06 compliance.
- 3.6.4 Date of Fabrication
- 3.6.5 Size
- 3.6.6 Serial Number
- 3.6.7 Model of Vest
- 3.6.8 Care Instructions
- 3.6.9 Lot Number
- 3.6.10 Finished Good Part No. (Barcode)

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

3.7 Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% anti microbial Olefin treated for water repellency and constructed in 70 denier nylon with heat sealed edges. Inner cover material shall stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

Compliance

Exception

3.8 Vest Outer Carrier Material

3.8.1 Removable Carrier

Outer vest material shall be 1000 denier Cordura material. The inner carrier material shall be rip stop nylon. Carrier shall have external, hidden zippers for easy insertion. Carrier shall have an internal panel suspension system to secure the armor panel inside the carrier. Fabric shall be capable of releasing moisture without absorption, allowing for higher evaporative cooling and faster drying take place, resulting in a less clammy feel to wearer. All fabrics shall have no visible fabric or color flaws.

Compliance

Exception

3.9 Certifications/ Accreditations

3.9.1 The manufacturer shall maintain a quality program certified under the ISO 9001 certification program by an accredited registrar under the accreditation of the registrar Accreditation Board (US) and the Raad voor de Certificate (Dutch). The scope of the certification shall include manufacturing bullet resistant body armor.

Compliance

Exception

3.9.2 The documented quality control system shall be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing processes and incoming raw materials. The manufacturer shall have an in-house ballistic laboratory capable of performing ballistic testing of

FIRM NAME _____

SIGNATURE _____

incoming raw materials and in-process samples. The manufacturer shall have the capability of performing testing in accordance with MIISTD-662E and NIJ .0101.06 Requirements for Bullet Resistant Body Armor. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

Compliance

Exception

- 3.9.3 All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662E. In addition, a test sample from each and every lay-up of that lot of ballistic material shall be tested using the NIJ 0101.06 Requirements for Bullet Resistant Body Armor rounds and velocities for the level of protection of that lay-up.

Compliance

Exception

- 3.9.4 Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

Compliance

Exception

- 3.9.5 Each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the specifications.

Compliance

Exception

- 3.9.6 A copy of the Certificate of Accreditation, as well as the manufacturers quality control program, shall be submitted with bid documents.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

- 3.10 Serial Numbers - Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally, the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test. The vendor shall submit documentation demonstrating the manufacturer's ability to trace serialization.

Failure to submit such documentation shall be cause for rejection.

Compliance

Exception

- 3.11 Lot Testing - All incoming ballistic material shall under go V50 ballistic lot test in accordance with MIL-STD-662E except that the test shall be conducted on a clay backing which meets the requirement of NIJ 0101.06 Requirement for Bullet Resistant Body Armor for backing material. A test sample from each and every lay-up of that lot of ballistic material shall be tested using NIJ 0101.06. Requirement for Bullet Resistant Body Armor rounds for the level of protection of that lay-up.

Compliance

Exception

- 3.12 Measuring and Fitting

Custom Measuring - Unless otherwise state, individual measurements shall be taken of each user. Each delivered vest shall fit in accordance with the following guidelines. Measurements shall be taken at location to be advised by the City of Atlanta.

- 3.12.1 The side edges of the front and back ballistic panels shall be fit so that they meet or overlap.

Compliance

Exception

- 3.12.2 The bottom edge of the front ballistic panel shall be within 1" inch of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed position.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

3.12.3 The bottom edge of the back panel shall be within 1” inch of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Compliance

Exception

3.12.4 The selected shall have a manufacturer armor-sizing program that utilized certified factory representatives and distribution-trained personnel to properly size armor. Those bidders without a certified sizing program shall be rejected.

Compliance

Exception

3.13 Ballistic Panel Coverage - It is the department’s intention to purchase armor that shall contain maximum ballistic coverage. According, the minimum acceptable square inches for the front and back panel of each vest, per size, is as follows:

Small (34/36) - 310.69 Square Inches
Medium (38/40) - 370.44 Square Inches
Large (42/44) - 434.64 Square Inches
X-Large (46/48) - 503.38 Square Inches
XX-Large (560-54) - 560.49 Square Inches

Compliance

Exception

3.14 Fit and Alteration Policy - The manufacturer shall perform all required alterations of more than 1” inch within sixty (60) days after original shipment of the product at no charge. Adjustment of an inch or less than can be accomplished by utilizing the adjustable strap feature on the vest.

Compliance

Exception

3.15 Pre-Award and Retest Policy - Bid submissions that appear to conform to these specifications shall be considered as prospective vendors. However, the purchaser reserves the right to perform laboratory testing on any and all armor submitted to verify strict compliance with these specifications. The purchaser may perform V50 Ballistic limit testing in strict accordance with MIL-STD-662E. All testing shall be witnessed by the manufacturer’s designee and a City of Atlanta Representative.

FIRM NAME _____

SIGNATURE _____

The City of Atlanta encourages valid body armor testing for the purpose of acceptance testing, confirmation of required performance, and used body armor evaluations. For these purposes, the vendor shall only recognize properly performed V50 Ballistic Limit Testing in strict accordance with MIL-STD-662-E. Testing shall be performed at a NIJ approved ballistic test laboratory. The test projectiles shall be used in the NIJ 0101.06 Requirement for Bullet Resistant Body Armor for the threat level armor being tested. Prior to each shot the panel shall be placed flat against the clay backing material. The sample size shall be no smaller than size 46/48 or equal male vest and size 42/44 or equal for female vest. Vest samples used in testing shall be wearable and in suitable condition, free from abuse.

Each NIJ ammunition type for a particular level, the V50 Ballistic Limits shall be no lower than the allowable highest NIJ test velocity. In addition there shall be no complete penetration lower than highest NIJ test velocity.

Compliance

Exception

3.16 Lot Certification – In addition to the NIJ certification, the vendor shall show a history of lot testing on raw materials by submitting five (5) material lot test reports for each of the ballistic materials

3.16.1 The Material lot test shall be a V50 test per MIL-STD-662E, with modifications as described herein (reference NIJ 0101.06 requirement for Bullet Resistant Body Armor).

3.16.2 The test panel for V50 Testing on incoming raw material shall be done utilizing a 15" x 15" sq., tacked only in corners. The number of plies in the test panel shall comply with the original manufacturer's requirements for the vest offered.

Compliance

Exception

4. **APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS**

4.1 The following document(s), standard(s) or specifications shall apply:

4.1.1 National Institute of Justice Standard 0101.06, Ballistic Resistance of Police Body Armor.

4.2 Only body armor models shall be tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ Standard 0101.06 Ballistic

FIRM NAME _____

SIGNATURE _____

Resistance of Police Body Armor for type IIIA armor shall be submitted under this specification, no exceptions.

5. QUALITY ASSURANCE PROVISIONS

5.1 Test and Inspection -It shall be the vendor's responsibility to perform all tests and inspections required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The vendor may use in the process their own facility or any recognized independent laboratory acceptable to the City of Atlanta. The City of Atlanta reserves the right to perform any of the tests and inspection requirements where such tests and inspections are needed to further determine compliance with this specification.

5.2 A sample male vest (and female vest if applicable) is to be submitted with bid. The sample size shall be no smaller than size 46/48 or equal male vest and size 42/44 or equal female vest. Samples are for inspection and archiving only, but will be retained by the City as part of the City's quality assurance and specification compliance at no extra cost.

5.2.1 Vendor shall submit a quality assurance program to include the receipt, testing and serialization of both ballistic fabric and ballistic packages. Failure to submit detailed quality control procedures shall be cause for rejection.

5.2.2 It shall be the vendor's responsibility to submit a random sample testing in accordance with this specification. Material furnished shall be identical to the sample submitted for performance test and shall comply with the requirements set forth herein. In the event that the material does not comply with the requirements of this specification, or is not identical to the original sample submitted, the vendor shall be required to replace all such materials at his own expense, including all handling charges and transportation, with the material that does so comply.

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.

5.2.3 Sample, visual test and inspection may be required. This shall be performed and witnessed in the presence of the City officials at no extra cost. Failure to comply with this provision may cause rejection of the items supplied and cancellation of the contract.

FIRM NAME _____

SIGNATURE _____

- 5.3 Quality and Quantity Control - A system of test and inspection shall be used to insure receipt of the quality and quantity of items supplied. Goods will be promptly unpacked and inspected; any discrepancies from purchase order or supplier invoice will be reported immediately to the Chief Procurement Officer of the Department of Procurement.
- 5.4 Plant and Facility Inspections - The Department of Procurement may require the vendor to make their plant and facilities available for inspection, or may require additional information concerning the vendor's ability to comply with the requirements of this specification, or its ability to perform in accordance with delivery requirements and within budget. In addition to the above, vendor may be required to produce shop orders and backlog orders documentation. Failure to comply with this requirement may cause rejection of the bid package.
- 5.5 Protection - The vendor shall assume all costs arising from the use of patented materials, devices, or processes incorporated in the materials furnished. The vendor further agrees to indemnify and hold harmless the City of Atlanta and its duly authorized agents from suits of law or actions of any nature for or on account of the use of any patented materials, equipment devices or processes.
- 5.6 Travel Expense - The City of Atlanta may require one or more visits to the vendor's plant to assure compliance with the City requirement. The cost of such visits shall be absorbed by the supplier after the purchase order has been assigned.

6. PREPARATION FOR DELIVERY

- 6.1 Packing - Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation and routing. It shall be the vendor's responsibility to determine that packing is adequate to assure that all materials shall arrive at destination in an undamaged condition ready for intended use.
- 6.2 Marking - All packages shall be identified with the City of Atlanta purchase order number and the using Bureau. Sealed packing lists must be affixed to all cartons showing its content.
- 6.3 Shipping - The vendor shall follow shipping instructions as stated on the purchase order or contract.

FIRM NAME _____ **SIGNATURE** _____

- 6.4 Delivery Schedule and Liability - It shall be the vendor's responsibility to maintain delivery schedule as stated on bid. The City must be notified of any change at least ten (10) days prior to original delivery date. Notification of shippage, however, shall not relieve the vendor from late delivery penalties as outline below. The vendor is urged to realistically and accurately state its proposed delivery for the items called for in the Invitation for Bid Pricing Sheet.

Split delivery may be accepted, if it is found to be in the best interest of the City but shall not be made in quantities of less than fifty percent (50%) of the total purchase order or contract quantity.

The vendor shall not, for any reason, delay delivery of items necessary to the upkeep of the City. The City of Atlanta reserves the right to enforce a Late Delivery Penalty to a delinquent vendor. Late delivery penalties are in the amount of one percent (1%) for each day of delay to a maximum of five percent (5%) of the total purchase order or contract amount beginning after a ten (10) day grace period from the expired delivery date.

7. **WARRANTY**

It shall be the vendor's responsibility to submit, at time of shipment, the original manufacturer's warranty of the materials(s) supplied.

8. **GUARANTEE**

The material shall be guaranteed to be free from defects of construction, conception and workmanship for a period of at least twelve (12) months from date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.

FIRM NAME _____

SIGNATURE _____

9. **FACE SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.**
10. **IF YOU DO NOT QUOTE, PLEASE RETURN THE COVER SHEET WITH YOUR COMPANY NAME AND THE REASONS YOU ARE NOT QUOTING. OTHERWISE, AFTER THREE (3) NO RESPONSES YOUR COMPANY'S NAME MAY BE REMOVED FROM OUR VENDOR LIST.**
11. **A COMPLETE CONTRACT EMPLOYMENT REPORT OR CURRENT LETTER OF CERTIFICATION FROM THE CITY OF ATLANTA MUST ACCOMPANY EACH BID. FAILURE TO COMPLY WILL RENDER BID INVALID.**
12. **SUBMIT THE ORIGINAL COPY OF THE BID AND REQUIRED ATTACHMENTS.**

FIRM NAME _____ **SIGNATURE** _____