

**CITY OF ATLANTA
ADVERTISEMENT FOR BIDS**

Sealed bids for **Bid No. 8385-PL, AIRPORT SPECIAL RESPONSE TEAM TACTICAL BODY ARMOR FOR THE DEPARTMENT OF AVIATION**, will be received by designated staff of the Department of Procurement, at 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, GA 30303-0307, and **must be time stamped no later than 2:00 P.M., Tuesday, August 25, 2015.**

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, SW, City Hall South, Atlanta, Georgia.

PURPOSE AND SCOPE: To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity (ies)/services(s) listed in the attached specifications. Commodities/services will be ordered from time to time in such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.

General instructions, specifications for submitting bid packages for this project will be available as of **Thursday, July 30, 2015 from 8:00 A.M. – 5:00 P.M.**, in the Department of Procurement's Main Office, 1st Floor, 55 Trinity Avenue, SW, Suite 1900, City Hall South, Atlanta, Georgia. To request a bid package by mail, please contact the buyer.

Should you have any question/concerns, please contact Patricia Lowe, at (404) 330-6583, or by email plowe@atlantaga.gov.

The City of Atlanta reserves the right to reject any and all bids and to waive any technicalities.

This Bid is being made available by electronic means. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Bid. In the event of conflict between a version of the Bid in the Proponent's possession and the version maintained by DOP, the version maintained by DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Ms. Patricia Lowe, Buyer at plowe@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

INVITATION FOR BID

BID NUMBER: 8385-PL
RTG DATE: Wednesday, July 29, 2015
DEPARTMENT OF AVIATION

SEALED BIDS FOR:

CITY OF ATLANTA (COA) SPECIFICATION FOR AIRPORT SPECIAL RESPONSE TEAM TACTICAL BODY ARMOR FOR THE DEPARTMENT OF AVIATION TO BE ORDERED AS NEEDED FOR A PERIOD OF THREE (3) YEARS FROM 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 **Wednesday, August 12, 2015.** 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 of the bid sheets or your bid may be deemed non-responsive.** 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#		

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 _____

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF BIDS -

- (a) Bidders are expected to examine this invitation for bid, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
- (b) Unit price for each unit bid on shall be shown and such price shall include packing, unless otherwise specified. A total shall be entered in the amount column for each item bid on. In case of a discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (c) Specifications provided herein are intended to be open and non-restrictive. "Any" is used as a minimum standard of quality. When no reference or change is made on proposal by bidder, it is understood that the specific brand item named on proposal shall be furnished by bidder. If bidding on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference must be clearly stated on bid proposal or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

The City of Atlanta, through the Chief Procurement Officer, Department of Procurement, shall be the sole judge in making determination as to equality.

- (d) Time of delivery is a part of the consideration and must be stated in specific calendar days that must be adhered to. If the time varies on different items, the bidder shall so state. Failure to state delivery may be cause for disqualification.
- (e) The City may accept any item or group of items or any bid, unless the bidder qualifies his bid by specific limitations. The right is reserved to reject any or all quotations and to waive technicalities.
- (f) Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
- (g) If a prospective offer or elects to submit a NO BID, return the Invitation for Bid Cover sheet and state reason. Otherwise, the bidder may be removed from the mailing list.
- (h) If federal excise tax applies, show amount of same that has already been deducted in determining your net price. The City is also exempt from state and local sales tax.

2. **EXPLANATIONS TO BIDDERS** - Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bid, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any information given to a prospective bidder concerning an Invitation for Bids will be furnished to all prospective bidders, as an amendment to the invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of amendments by a bidder must be acknowledged on the bid and a signed addendum returned, attached to the bid.

3. **SUBMISSION OF BIDS** -
 - (a) **DEFAULT**: The award as a result of bids received under this invitation may be based in part on delivery factor. Accordingly, should a vendor fail to perform delivery within the time stated in your bid, he/she may then be declared in default of contract. In such an event, the City may then proceed to purchase in the open market the items from another source, and charge/collect from the defaulting vendor the excess cost to the City, which resulted from such open market purchase.

 - (b) **PATENT INDEMNITY**: Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including cost and expenses for infringement upon any letters patent of the United States arising out of the performance of this contract, or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.

4. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** - By submission of this bid, the bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and (3) 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.

5. **PROHIBITION AGAINST AND REPORTING OF ANTICOMPETITIVE PRACTICES** - Collusion and other anticompetitive practices among bidders and offer are prohibited by city, state and federal laws, and the City, therefore, establishes the following:

Certification of independent price determination. All bidders or offer shall identify a person having authority to sign for the bidder or offer who shall certify, in writing, as follows:

"I certify that this bid or offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this bid or offer and certify that I am authorized to sign for this bidder or offer or." Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the bid or offer and appropriate language incorporating the exhibit into the bid or offer is set forth therein.

6. **PROHIBITION AGAINST CONFLICTS OF INTEREST** – Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below:

(1) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

Yes _____

No _____

(2) Financial relationships: offerors must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the offeror or the offeror's family members.

Yes _____

No _____

Please describe: _____

7. **AWARD OF CONTRACT** - The contract, if awarded, will be awarded to the responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The contract will be awarded for a term of three (3) year(s) with the option to extend under the same terms and conditions for two (2), one (1) year extensions.

8. Failure to observe any of the instructions and conditions may constitute grounds for rejection of your bid.

9. SECTION 2-1387, CERTIFICATION AS TO NON-DISCRIMINATION IN BIDS AND CONTRACTS.

- (a) All persons, firms or corporations supplying goods, material, equipment, supplies, improvements to real property, or services of any kind or character to the City of Atlanta, in accordance with section 2-1109, shall certify in writing on all bids and contracts, except those involving federally assisted construction projects, the following words:

"We, the supplier of goods, materials, equipment or services covered by this bid or contract will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of race, creed, color, sex or national origin of such person."

- (b) The wording of subsection (a) herein shall be included as a specification and appear on all bid invitations and purchase orders or contracts prepared as issued by any and all using agencies of the City.
- (c) The federal guidelines, as related to non-discrimination in employment by government contracts and subcontractors promulgated by Executive Order No.11246 of September 24,1965, as amended with respect to sex by Executive Order No. 11375 of October 13, 1967, Sections 202, 203 and 204 of Part II of such orders, are hereby adopted by the City of Atlanta insofar as legally possible to do so, and those persons, firms or corporations set forth in subparagraph (a) above shall comply with same.
- (d) The City shall have the right to reject any or all bids, and shall not enter into any contract with any person, firm or corporation and shall refuse to purchase any or all goods, materials, equipment or services from any vendor or contractor who fails to comply with the provisions of subsection (a) and/or (c) herein.
- 10. REJECTION OF BID** - Bids may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The City reserves the right to waive minor informalities or irregularities of bid.

The City reserves the right to accept or reject any and all bids submitted and is in no way obligated to any bidder who submits a bid for the supplies, service or items as set forth in these specifications.

Special Conditions
Annual Contract for Commodities/Services

1. PURPOSE AND SCOPE:

To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity(ies)/service(s) listed in the attached specifications. Commodities/services will be ordered from time to time as such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. **As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.**

2. SUPPLY REQUIREMENTS:

The contractor shall be able to delivery all items that might be requested during the contract period in accordance with the terms and conditions of this bid. In the event a contractor's source should fail to supply any item, at any time, for any reason during the contract term, it will be contractor's responsibility to temporarily supply another item of equivalent quality meeting all specifications of the contract, at contract prices, terms and conditions, as an emergency measure, subject to prior approval of the Chief Procurement Officer, whose decision shall be final. If requested, sufficient and reasonable time may be allowed the contractor to acquire adequate stock to perform on the contract after award is made.

3. DELIVERY REQUIREMENTS:

Delivery will be made within the time shown in the specific bid conditions or where called for in the invitation, the time stated by the bidder.

4. PLACEMENT OF ORDERS:

Orders will be placed using one of the following methods:

- a. Purchase orders will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.
- b. A blanket order will be issued to those bureaus that have a recurring need for item(s) covered by this Invitation for Bid and will be issued for "as needed" use. Each blanket order issued will state what is needed, as well as a "**not-to-exceed**" dollar amount. The bureau will be allowed to purchase only those items listed in the awarded contract. Authorization to supply item(s)/services covered by this blanket order may be verbal or written communication from the using department(s).

5. URGENT REQUIREMENTS:

In the case of a bona fide emergency, wherein immediate delivery of an order is needed and the successful vendor cannot meet such a requirement, the City reserves the right to order from any vendor that can meet such a delivery requirement without penalty to the City.

6. RIGHT TO TERMINATE:

In the event any of the provisions of the contract are violated, the City may serve written notice of its intention to terminate the contract. Such notice will state the reasons for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the contract shall, upon expiration of ten (10) days, be terminated. Further, the City reserves the right to terminate any contract in whole or in part upon giving thirty (30) days prior written notice to the other party.

7. PLEASE COMPLETE THE FOLLOWING:

Should a contract result from this invitation:

TO PLACE VERBAL ORDERS CONTRACT:

Name

Telephone Number

CUSTOMER REPRESENTATIVE:

Name

Telephone Number

BID SIGNER:

Name

Address

Telephone

IF NOT LOCAL, WILL TOLL FREE TELPHONE SERVICE BE PROVIDED BY TH VENDOR DURING THE EFFECTIVE PERIOD OF THE CONTRACT?

(NO) _____

(YES) _____

DELIVERS WILL BE MADE AGAINST THIS CONTRACT BY:

VENDOR OWNED EQUIPMENT:
(If yes, the frequency)

(NO) _____

(YES) _____

COMMERICAL CARRIER:
OTHER (Specify)

(NO) _____

(YES) _____

Bidder hereby agrees to special conditions of this invitation to bid:

Firm Name: _____

By: _____

Title: _____

THIS SHEET MUST BE COMPLETED. FAILURE TO DO SO MAY BE REASON FOR REJECTION OF BID.

**CITY OF ATLANTA
Contract Employment Report**

**PLEASE TYPE OR PRINT IN INK. EACH APPLICABLE ITEM ON THIS FORM MUST BE COMPLETED.
INCOMPLETE FORMS WILL NOT BE PROCESSED.**

NAME OF FIRM: _____ TELEPHONE No. _____
 NAME OF OWNER: _____ FAX NO. _____
 MAILING ADDRESS: _____ CITY: _____
 STATE: _____ COUNTY: _____ ZIP CODE: _____

PLEASE COMPLETE THE FOLLOWING INFORMATION

WHAT TYPE OF BUSINESS WOULD YOUR COMPANY BE ENGAGED IN WITH THE CITY OF ATLANTA?

IS YOUR COMPANY AN AFFILIATE OR DIVISION OF A PARENT COMPANY? _____

IF YOUR COMPANY IS A DIVISION OF A PARENT COMPANY, A CONTRACT EMPLOYMENT REPORT FORM MUST BE COMPLETED FOR THE PARENT COMPANY AS WELL AS THE ATLANTA AREA DIVISION.

HAS YOUR COMPANY PREVIOUSLY RECEIVED AN EEO CERTIFICATION FROM THE CITY OF ATLANTA? _____

PLEASE LIST THE NUMBER OF EMPLOYEES IN EACH CATEGORY

	Management/ Officials		Professionals Arch, Engineers, etc		Supervisors		Office/Clerical/Sales		Craftsmen/Laborers	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Black										
White										
Asian American										
Native American										
Hispanic										
Other										
TOTAL										

I CERTIFY THAT ALL REPRESENTATIONS ON THIS CONTRACT EMPLOYMENT REPORT FORM ARE CORRECT AS OF THE DATE STATED.

DATE **PRINT PREPARER'S NAME** **PREPARER'S SIGNATURE** **TITLE**

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
 Other (see instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: :
: :

or

Employer identification number
: :
: :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201__

NOTARY PUBLIC
My Commission Expires: _____

Material Type: BODY ARMOR
Item Number: 6806600
Revision Date: July 28, 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, soft body armor for use by the City of Atlanta, Police Department. 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 American Body Armor Xtreme Series XT02 Level 3 A (ABA-BA-3A00S-XT020) concealable 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.

The concealable body armor manufacturer will be able to offer the appropriate Electrical Discharge Weapons insert that will protect against Electromagnetic discharge from Electrical Discharge Weapons.

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

GROUP I - Light Weight Full 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.

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

FIRM NAME _____ **SIGNATURE** _____

-
-
-
- 2.3 Report of Purchases - An itemized (monthly) report of all purchases made during the first nine (9) months of this contract is 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.
- 2.9 Successful bidder (where applicable) must provide a minimum of four (4) hours instruction in the proper and safe use of the equipment.

FIRM NAME _____ **SIGNATURE** _____

- 2.10 Successful bidder must provide parts, service and operating manuals for each unit provided.
- 2.11 Reserved
- 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 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.

FIRM NAME _____ **SIGNATURE** _____

- 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)
 - 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

FIRM NAME _____ **SIGNATURE** _____

- 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 pursuant to paragraph six (6) of these instructions.

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.

2.22.3 The purchase of any item by the City as a result of this Invitation for Bid is not a judgment of one product against

FIRM NAME _____ SIGNATURE _____

another. Consideration of application, need and price will constitute purchase determination.

- 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 Definition - For the purpose of this bid, "Parts" shall be defined as components of a unit to be provided by the vendor to the City. "Service" shall be defined as the furnishing of labor time or effort by a vendor, to repair or rebuild (where applicable), a part, component, or (where applicable), the unit/item as a whole.

FIRM NAME _____

SIGNATURE _____

3.2 General Requirements

3.2.1 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:

- 3.2.1.1 Light and thin NIJ certified armor in Level IIIA.
- 3.2.1.2 A high degree of concealment and comfort.
- 3.2.1.3 Minimum restriction of motion or mobility.
- 3.2.1.4 Optional carriers to allow for laundering and/or changes.
- 3.2.1.5 Provide protection against the labeled projectiles in accordance with the NIJ Standard 0101.06.
- 3.2.1.6 Provide protection against electromagnetic discharge from Electric Discharge Weapons through the use of an Electrical Discharge Weapons insert that is affixed to the ballistic Panels, and is removeable.
- 3.2.1.7 (See Check List Pages 22-23)

Compliance

Exception

3.3 Design

3.3.1 The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, and light weight comfort. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin 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 and concealment.

3.3.2 The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Four to six removable elastic straps with hook and pile fasteners shall provide proper positioning and comfort. The strapping system shall keep ballistic panels extended while sustaining multiple impacts, thereby assuring maximum protection. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

FIRM NAME _____

SIGNATURE _____

- 3.3.3 The front ballistic panel shall cover the chest approximately up to the collar bone, and shall have a scooped neck sufficient to maintain concealability when wearing an open collar shirt, 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 motor vehicles.
- 3.3.4 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.
- 3.3.5 The sides of the torso shall be covered by having side coverage from both the front and rear panels, as the department has determined that such a configuration maximizes both coverage and comfort. Accordingly armor that provides side coverage from only the front or rear panels shall be rejected. The front panel shall overlap the back panel by at least 1” inch to prevent a round from “skipping” between the two (2) panels.
- 3.3.6 Each piece of soft body armor shall include the following:
 - 3.3.6.1 One (1) set of ballistic panels, containing two (2) panels (front and rear).
 - 3.3.6.2 Two (2) complete washable carriers.
 - 3.3.6.3 One (1) Trauma Reduction System Insert (Shall be the same material and construction as the NIJ Certified Level IIIA Vest. The trauma reduction insert Shall measure at least 5” x 8” in size).
 - 3.3.6.4 Carrier shall come with two (2) different sets of straps for shoulder and waist. Shoulder Straps shall consist of two (2) long, and two (2) short shoulder straps; Waist Straps Shall consist of four (4) two inch thick Waist Straps and two (2) 4” inch thick Waist Straps. The two different sets shall afford maximum flexibility in the wearing of the Vest.
 - 3.3.6.5 One set of Electrical Discharge Weapons inserts that provide protection against electromagnetic discharge from electrical discharge Weapons. Inserts shall be lightweight and flexible for easy wear and comfort; and shall be removable.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

3.4 Ballistic Panels

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

Compliance

Exception

3.5 Panel Construction

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

3.5.2 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.

3.5.3 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

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

3.6.1 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

FIRM NAME _____

SIGNATURE _____

3.6.2 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 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

3.6.3 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

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

3.7 Labeling

3.7.1 **Labeling shall be permanently affected to the both ballistic panels to withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier to ensure identification.**

All soft 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:

- 3.7.1.1 Name of Manufacturer
- 3.7.1.2 Level of Protections
- 3.7.1.3 NIJ-Standard 0101.06 compliance.
- 3.7.1.4 Date of Fabrication
- 3.7.1.5 Size
- 3.7.1.6 Serial Number

FIRM NAME _____ SIGNATURE _____

- 3.7.1.7 Model of Vest
- 3.7.1.8 Care Instructions
- 3.7.1.9 Lot Number
- 3.7.1.10 Finished Good Part No. (Barcode)
- 3.7.1.11 Property of "Atlanta Police"

Compliance	Exception
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3.8 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
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3.9 Vest Outer Carrier Material

3.9.1 Removable Carrier-AJ Carrier

The outer nylon mesh machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers integrated into the outside of the garment. Carrier shall come with removable waist and shoulder straps. Carrier shall come with two (2) different sets of straps. The first shall consist of two (2) long shoulder straps and two (2) 4" inch wide waist straps. The second set consists of two (2) short shoulder straps and four (4) 2" inch wide waist straps. Outer vest material shall be nylon or micro mini-rip. The inner carrier material shall be nylon mesh wrap knit. Carrier shall have both a 7x9 and 5x8 pockets on the outer front of the carrier for the Trauma Insert.

Carrier shall have retention Tails (front and rear) shall help reduce the shifting of armor panels. 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
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FIRM NAME _____ SIGNATURE _____

3.10 Trauma Insert

3.10.1 A trauma reduction insert constructed of NIJ Level IIIA bullet resistant material cut at least 5" inch by 8" inch (5"x 8") [12.7 x 20.3cm] shall be provided. The trauma reduction insert shall be placed in the removable carrier and will provide additional protection to the vital heart and chest area.

Compliance

Exception

3.11 Electrical Discharge Weapons Inserts

The Electrical Discharge Weapons insert will provide protection against electromagnetic discharge from electromagnetic Discharge weapons along the entire surface area of the ballistic panels. The inserts will be lightweight and flexible for easy wear and comfort. The inserts will have a 2-year warranty against stun guns and electrical discharge weapons. The inserts will be fully removable and use a four point suspension system to affix to the ballistic panels.

3.12 Certifications/ Accreditations

- 3.12.1 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.
- 3.12.2 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 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.
- 3.12.3 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

FIRM NAME _____

SIGNATURE _____

tested using the NIJ 0101.06 Requirements for Bullet Resistant Body Armor rounds and velocities for the level of protection of that lay-up.

- 3.12.4 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.
- 3.12.5 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.
- 3.12.6 A copy of the Certificate of Accreditation, as well as the manufacturers quality control program, shall be submitted with bid documents.

Compliance

Exception

- 3.13 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

- 3.14 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

FIRM NAME _____

SIGNATURE _____

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

3.15 Measuring and Fitting

3.15.1 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.

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

3.15.1.2 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.

3.15.1.3 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.

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

Compliance

Exception

3.16 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

FIRM NAME _____

SIGNATURE _____

X-Large (46/48) - 503.38 Square Inches
 XX-Large (560-54) - 560.49 Square Inches

Female sizes shall be determined based on individual measurement, including bust size.

Compliance	Exception
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3.17 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
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3.18 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.

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.

FIRM NAME _____ SIGNATURE _____

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

- 3.19 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 of the bid sheets or your bid may be deemed non-responsive.

Each pricing sheet page must be stamped “original” or your bid may be deemed non-responsive.

Compliance

Exception

- 3.20 Submit the **original** and **one (1) copy** of the bid and required attachments.

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 that have been 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 Resistance of Police Body Armor for type IIIA male and female 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

FIRM NAME _____

SIGNATURE _____

inspections are needed to further determine compliance with this specification.

- 5.1.1 All Soft body armor purchased by the City shall be subject to visual inspections.
- 5.1.2 If any ballistic testing is conducted, only a V50 test per MIL-STD-662E, where applicable with modifications as described herein (reference NIJ 0101.06 Requirement for Bullet Resistant Body Armor), shall be used to determine ballistic performance. Either standards shall be acceptable to the City of Atlanta.
- 5.1.3 At least four (4) vests shall be sent to an NIJ approved testing facility. The test shall be a V50 test. The contractor and representatives of the Department shall have the right to witness the testing. All parties shall agree on a mutual test date.
- 5.1.4 The Probable Ballistic Limit (V50) Testing shall be conducted on a complete vest. The V50 shall be calculated on ten (10) fair hits, with five (4) shots on the front panel and five (5) shots on the back panel. If required, up to 12 shots, 6 in each panel, shall be used to obtain the V50 value. If the range of mixed results exceeds 125 feet per second or if the V50 value cannot be determined in 12 shots, the test shall be considered invalid.
- 5.1.5 Panel shall be shot against a clay armor backing material as described in NIJ Standard 0101.06 Requirement for Bullet Resistant Body Armor within conditions set forth in the standard.
- 5.1.6 Prior to each hit, the ballistic technician shall ensure that the ballistic panel which shall be flat against the clay. No impacts shall be less than 3" inches from any edge or previous impacts.
- 5.1.7 All vests supplied for the V50 test shall be male and female vests sizes as specified in Section 4.3.1 of this specification to guarantee the panels minimum required surface area necessary for test compliance.
- 5.1.8 Test panels shall be in wearable and suitable conditions, free from abuse.
- 5.1.9 Ammunition shall be the same as that used during the NIJ 0101.06 Requirement for Bullet Resistant Body Armor certification testing for the Threat Level IIIA.

FIRM NAME _____ SIGNATURE _____

5.1.10 The V50 Value or low complete value shall be greater than the allowable NIJ 0101.06 Requirement for Bullet Resistant Body Armor specified velocity for the respective Threat Level.

Compliance

Exception

5.2 Lot Testing for Raw Material Delivery -

5.2.1 The test panel for V50 testing on incoming raw material shall be conducted in accordance with either military standard listed in Section 2, Applicable Documents and original manufacturer's test requirements.

5.2.2 Acceptance of test results of one kind over the other shall not be construed as a rejection of any product offered in its final stage, but only as a minimum guideline of assurance that in fact the raw material received by the vest manufacturer has been tested and approved by that manufacturer for the purpose intended and has successfully passed those guidelines.

5.2.3 A certificate of compliance, by an independent laboratory, recognized of being capable of conducting these tests and by the industry, shall be required.

5.2.4 A system of raw material lotting shall be implemented whereby all finished ballistic panels are marked with the raw material lot number in addition to delivering to the city a sample of same lot, which shall be retained for a period of ten years, for each delivery made against this contract to the City of Atlanta.

Compliance

Exception

5.3 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.

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

FIRM NAME _____

SIGNATURE _____

5.3.2 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

5.4 Sampling -

5.4.1 A sample male vest (and female vest if applicable) shall 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 only, but shall be retained by the City as part of the City's quality assurance and specification compliance at no extra cost for the duration of the warranty period, at which time it shall be returned to vendor.

5.4.2 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.

5.4.3 It shall be the vendor's responsibility to submit a random sample testing in accordance with this specifications. Material furnish 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 set forth herein. In the event that the material does not comply with the requirements of this specification, or is not identical to me original sample submitted, the vendor shall be required to replace all such materials at their 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 term of this specification.

5.4.4 Sample, visual test and inspection may be required. This shall be performed and witnessed in the presence of the City officials at no

FIRM NAME _____

SIGNATURE _____

extra cost. Failure to comply with this provision may cause rejection of the items supplied and cancellation of the contract.

Compliance

Exception

- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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 - All soft body armor shall be packaged and shipped consistent with good 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.

FIRM NAME _____

SIGNATURE _____

- 6.1.1 Plastic Bags - Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.
- 6.1.2 Shipping Cartons - The soft body armor shall be packed into suitable corrugated cardboard boxes. The boxes shall allow for normal shipping with damage to the soft body armor.
- 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.
- 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 outlined 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**

The materials submitted by the successful vendor shall be guaranteed to be free of defects of construction and workmanship for a period as specified below:

- 7.1 Removable Covers - Removable machine washable covers shall be fully warranted for twelve (12) months after the date of purchase against any defects in the material and/or workmanship.
- 7.2 Ballistic Panels - For five (5) years after date of purchase the manufacturer warrants the ballistic panels against defects in materials and workmanship.

FIRM NAME _____ **SIGNATURE** _____

If ballistic testing is performed during this period, it shall be in accordance with STD-622E as described in Section 2.1 of this document.

- 7.3 Electrical Discharge Weapons Inserts- For two (2) years after date of purchase the manufacturer warrants the Electrical Discharge Weapon Inserts against stun guns and electrical discharge weapons.
- 7.4 Successful vendor agrees to replace all vests found to be in non-compliance or that due to inherent defects have become unserviceable during the above listed periods and at no extra cost to the City.
- 7.5 It shall be the vendor's responsibility to submit, at time of shipment, the required warranty documentation in accordance with this section. Items delivered to the City in a form conflicting with this section shall be rejected.

8. PROPERTY LIABILITY INSURANCE REQUIREMENT

Successful vendor shall, within ten (10) days from date of award on this contract, submit to the City a Certificate of Insurance that provides evidence of Commercial General Liability Insurance, including Products-Completed Operations, \$20,000,000 (Twenty Million) under which the City shall be added as an additional insured. Such policy shall be maintained for the duration of the warranty period for ballistic panels only. The vendor must submit to the City an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing the City's rights as an Additional Insured. The endorsement must not exclude Products-Completed Operations coverage.

The City shall, without exceptions, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten (10) days notice of cancellation.

Confirmation as to the mandatory cancellation requirements shall appear on the Insurance Policy required by this contract.

9. HOLD HARMLESS AGREEMENT

To the fullest extent permitted by the law, the vendor shall at his/her sole cost and expense indemnify, defend, satisfy all judgments and hold harmless the City, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expense, including, but not limited to, attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, diseases or death, or to injury to or destruction of tangible property (other than the work itself) including

FIRM NAME _____ SIGNATURE _____

the loss of use resulting there from; and (2) is caused in whole or in part by any act or omission of the vendor or anyone directly or indirectly employed by any of them or any one whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party of person described in this paragraph.

In any and all claims against the City, the vendor or any of their agents or employees by any employee of the vendor, any Subcontractor, anyone of them may be liable, the indemnification obligation under this section, shall not be limited in any way including but not limited by the limits of the liability insurance required under this Agreement and the Contract documents, no limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the vendor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employees benefit acts.

10. **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.

11. **FACE SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.**

12. **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.**

13. **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.**

14. **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 OF THE BID SHEETS OR YOUR BID MAY BE DEEMED NON-RESPONSIVE. EACH PRICING SHEET PAGE MUST BE STAMPED "ORIGINAL" OR YOUR BID MAY BE DEEMED NON-RESPONSIVE.**

15. **SUBMIT THE ORIGINAL AND ONE (1) COPY OF THE BID AND**

FIRM NAME _____ SIGNATURE _____

REQUIRED ATTACHMENTS.

Check List

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:

1. Models shall be clearly identified and shall include the following:
 - a. Full product description
 - b. Complete bid sample, male and female
 - c. Drawings and/or photographs
 - d. Technical specifications
 - e. Demonstration video

Compliance

Exception

2. Manufacturers bidding direct shall include a service proposal as to how measuring, alterations and customer service shall be maintained without local distribution.

Compliance

Exception

3. NIJ 0101.06 Requirement for Bullet Resistant Body Armor Certification and test reports, for both male and female vest, from an accredited laboratory for the vest being certified.

Compliance

Exception

4. V50 test reports performed in accordance with MIL-STD-662E. V50 testing shall be accomplished with clay backing.
 - a. Test reports shall be submitted for the entire ballistic package

FIRM NAME _____

SIGNATURE _____

10. Documentation stating a five (5) year ballistic package warranty

Compliance

Exception

11. Documentation stating a twelve (12) month cover warranty

Compliance

Exception

12. Certified Financial Statement for 2013.

Compliance

Exception

13. ISO-9001 Certificate.

Compliance

Exception

14. Financial Data – All vendors are required to provide a financial statement for 2014, which shall represent the manufacturer(s) of which they are bidding. Failure to provide a certified financial statement shall be cause for rejection.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

VENDOR REFERENCES

PROJECT TYPE: **BODY ARMOR** ITB/FC NO.: **8385-PL** BUYER/CO: **PATRICIA LOWE**

PROJECT NAME: **LIGHT WEIGHT FULL BODY ARMOR**

Department of Procurement employees cannot be used as a Vendor Reference.

1. _____
Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

2. _____
Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

3. _____
Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

FIRM NAME _____ SIGNATURE _____

VENDOR REFERENCES

PROJECT TYPE: **BODY ARMOR** ITB/FC NO.: **8385-PL** BUYER/CO: **PATRICIA LOWE**

PROJECT NAME: **LIGHT WEIGHT FULL BODY ARMOR**

Department of Procurement employees cannot be used as a Vendor Reference.

4. _____

Company Name	Contact Person

Address	City/State/Zip

Phone Number	County

COMMENTS: _____

5. _____

Company Name	Contact Person

Address	City/State/Zip

Phone Number	County

COMMENTS: _____

6. _____

Company Name	Contact Person

Address	City/State/Zip

Phone Number	County

COMMENTS: _____

FIRM NAME _____ SIGNATURE _____

VENDOR REFERENCES

PROJECT TYPE: **BODY ARMOR** ITB/FC NO.: **8385-PL** BUYER/CO: **PATRICIA LOWE**

PROJECT NAME: **LIGHT WEIGHT FULL BODY ARMOR**

Department of Procurement employees cannot be used as a Vendor Reference.

7. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

8. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

9. _____
 Company Name Contact Person

Address City/State/Zip

Phone Number County

COMMENTS: _____

FIRM NAME _____ SIGNATURE _____



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1900
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
 BID NUMBER
 8385-PL
 Page 1 of 2

QUAN.	UNIT PRICE	TOTAL

NOTE TO ALL BIDDERS		
<p>IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SPECIFICATION (IF APPLICABLE), VENDOR MUST SUBMIT WITH BID TWO (2) SETS OF DESCRIPTIVE LITERATURE OR <u>YOUR BID MAY NOT BE CONSIDERED.</u></p> <p>Bids shall be held firm for 120 days after bid opening date and time.</p> <p>Further, prices shall be held fixed for one year from date of award.</p> <p>Quantities listed are estimates, actual orders may vary more or less than indicated.</p> <p>*****</p> <p>GROUP I -</p> <p>1. Light Weight Full tactical Body Armor 30 \$ _____ \$ _____</p> <p><u>Including</u></p> <p>1. One (1) set of ballistic panels, containing two (2) panels (front and rear). 2. One complete washable carrier with drag strap. 3. Removable Level IV front and rear armor plates. 4. Detachable throat, groin, and bicep protection.</p> <p><u>Additional Items As Needed</u></p> <p>1. Panels 10 \$ _____ \$ _____</p> <p style="margin-left: 40px;">Front (Wrap-around)</p>		

FIRM NAME _____

SIGNATURE _____

TITLE _____

_____/_____/_____
DATE



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1900
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
BID NUMBER
8385-PL
 Page 2 of 3

	QUAN.	UNIT PRICE	TOTAL
Back		\$ _____	\$ _____
2. Two (2) complete washable carrier	10	\$ _____	\$ _____
3. One (1) Trauma Reduction	10	\$ _____	\$ _____
4. One (1) Extra Set of Straps	10	\$ _____	\$ _____
TOTAL OF GROUP I:		\$ _____	
TOTAL OF ALL GROUPS		\$ _____	
All other items that are not listed in this bid, please state vendor's catalog discount offered.			_____ %
Prices will remain fixed for 12 months.		<u>YOU MUST CHECK ONE</u> _____ Compliance Exception	

FIRM NAME _____

SIGNATURE _____

TITLE _____

_____/_____/_____
 DATE



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1900
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
 BID NUMBER
 8385-PL
 Page 3 of 3

QUAN.	UNIT PRICE	TOTAL		
<p>EXTENSIONS, TOTALS AND GRAND TOTAL, IF APPLICABLE, SHALL BE ENTERED IN SPACES PROVIDED. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.</p> <p>DELIVERY MAY BE A FACTOR IN AWARD. PLEASE STATE DELIVERY SCHEDULE IN SPACE PROVIDED BELOW. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.</p> <p>TERMS: BIDDERS ARE REQUESTED TO QUOTE NET PRICES. NET PRICES ARE LIST PRICES LESS TRADE OR OTHER DISCOUNTS OFFERED, EXCEPT CASH DISCOUNTS. IF A CASH DISCOUNT IS OFFERED, IT MUST BE CLEARLY SHOWN IN THE SPACE PROVIDED BELOW. IN ORDER FOR YOUR CASH DISCOUNT TO BE CONSIDERED IN THE BID EVALUATION PROCESS, THE DISCOUNT PERIOD SHALL BE A <u>MINIMUM</u> OF THIRTY DAYS. ANY DISCOUNT PERIOD OFFERED OF LESS THAN THIRTY DAYS WILL NOT BE CONSIDERED IN THE BID EVALUATION PROCESS. ALL DISCOUNTS OFFERED WILL BE TAKEN IF EARNED. TIME WILL BE COMPUTED FROM THE DATE OF ACCEPTANCE AT DESTINATION OR FROM DATE A CORRECT INVOICE IS RECEIVED IF THE LATTER DATE IS LATER THAN THE DATE OF ACCEPTANCE.</p> <p>*****</p> <p>Upon request, a copy of the bid tabulation will be made available at a cost of \$.25 per page.</p> <p>*****</p> <p>IF FEDERAL EXCISE TAX APPLIES, SHOW AMOUNT OF SAME WHICH HAS ALREADY BEEN DEDUCTED IN DETERMINING YOUR NET PRICE. THE CITY IS ALSO EXEMPT FROM STATE AND LOCAL SALES TAX (UNLESS THIS AMOUNT IS SHOWN, TAX EXEMPTION CERTIFICATE CANNOT BE ISSUED AND VENDOR WILL BE RESPONSIBLE FOR PAYMENT OF TAX ON NET PRICE QUOTED).</p>			<p>_____ % _____ 30 Days</p> <p>DELIVERY: Time Required for Delivery After Receipt Order _____ Days</p>	

FIRM NAME _____

SIGNATURE _____

TITLE _____

_____/_____/_____
 DATE