



NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time, on Monday, February 20, 2012**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2012-58 TACTICAL BODY ARMOR

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Octavio Reyes, Lieutenant, at (956) 289-7788.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of TACTICAL BODY ARMOR for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

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If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid and sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen; Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of TACTICAL BODY ARMOR as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

INSTRUCTIONS TO BIDDERS (Continued):

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

INSTRUCTIONS TO BIDDERS (Continued):

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

AWARD

For purposes of this project, award will be contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

INSTRUCTIONS TO BIDDERS (Continued):

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
TACTICAL BODY ARMOR**

BID NO. 2012-58

BID OPENING DATE: February 20, 2012 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **TACTICAL BODY ARMOR.**

GENERAL REQUIREMENTS AND AGREEMENT FOR TACTICAL BODY ARMOR:

You are invited to submit a sealed bid for the purchase of TACTICAL BODY ARMOR as requested by the City of Edinburg Police Department.

1. Eight (8) TACTICAL BODY ARMOR or Comparable Equal (as Per Specifications)
2. Eight (8) 8" X 10" Level IV Hard Trauma or Comparable Equal (as Per Specifications)

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

(See specifications: Page 9-17)



SPECIFICATIONS
For Purchase of Tactical Body Armor
VISION™ Armor Series
Model AIIIA
NIJ 0101.06 NIJ Requirements
Level IIIA

1. SCOPE

The Edinburg police department is soliciting sealed quotes for approximately (8) eight units of tactical body armor. The vendor further agrees to honor future procurements at the same unit price until September 31st, 2012. Any Vendor submitting a sealed quote must comply with all aspects of these specifications.

This product specification details the style and quality of tactical body armor system intended for use by male or female members of this agency. The tactical body armor system can be worn comfortably under extreme conditions. All tactical body armor system shall provide penetration resistance against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.

The tactical body armor system shall be the Point Blank Body Armor Level IIIA, Model Dragon Fire for NIJ 0101.06 / NIJ Requirements, for Threat Level IIIA. Bids based on body armor models made by manufacturers other than Point Blank Body Armor must be clearly identified as such, and bidders must include full product description, **a complete bid sample, male and female**, drawings and/or photographs, technical specifications.

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

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

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

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

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification. All manufacturing processes follow the American Standards for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring.

1. National Institute of Justice, Standard NIJ-STD-0101.06, Ballistic Resistance of Police Body Armor.
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ASTM D-204, Sewing Threads
5. ASTM D-1777, Standard Method for Testing Thickness of Textile Materials.
6. ASTM D3776, Mass per Unit Area (Weight) of Woven Fabric.
7. ANSI/ISO/ ASQ Q9001-2000 Certification

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. In addition, any successful bidder agrees to have their authorized representative measure Edinburg Police Department personnel at 1702 S. Closner Blvd., in Edinburg Texas within (2) two weeks of the bid being awarded. In addition, the successful bidder agrees to a minimum of (2) measuring dates, with at least three separate times, in order to accommodate officers assigned to shift work. Any manufacturers, which bid direct, must include a service proposal agreeing to the above specifications, to include how measuring, re-works, and customer service will be maintained without local distribution. Direct bids from manufacturers, which do not contain a detailed service proposal, will be rejected.

6. SPECIFIC QUANTITY

The agency has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

7. DESIGN REQUIREMENTS

The Intended use of the tactical body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The tactical body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level IIIA.
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ Standard 0101.06.

8. GENERAL DESIGN

The ballistic panels of tactical body armor meeting this specification shall provide the following configuration requirements:

- A. Self –Suspending Ballistic System which keeps the ballistic panels from sagging and bunching at the bottom of the carrier.
- B. Retractable and adjustable groin protector.
- C. (2) two removable bicep protectors.
- D. Removable yoke/collar system.
- E. ThorShield™ Protection configuration.
- F. Removable Hydration Pouch.
- G. Outer carrier constructed of 500/1000 denier nylon Cordura® in black in color. The interior of the carrier shall be constructed from 500/1000 denier nylon Cordura® in black in color as well.
- H. System shall be able to accommodate hard or soft shell trauma plates with the following specifications:
 - a. Front 8" X 10" and 10" X 12".
 - b. Back 8" X 10" and 10" X 12".
 - c. Side 5" X 8"
 - d. Bicep 5" X 8".
- I. ID Front panel shall be 1" X 8" removable VELCRO® Brand Fastener ID "POLICE" panel.
- J. ID BACK panel shall be 3" X 10" removable VELCRO® Brand Fastener ID "POLICE" panel.
- K. MOLLE Compatible Configuration system.
- L. Reinforced "Man-Down" Strap.
- M. System shall be configured with an internal plate retention system with plate centering straps.
- N. System shall be configured with dual internal front "Kangaroo" pockets capable of securing AR-15, M16, or similar magazines.
- O. Carrier shall also be configured with Non-Skid "butt retention" surfaces for both left and right hand weapon mounting.
- P. System shall be equipped with the following five pouches in addition to the Hydration Pouch.
 - a. Magazine pouch for H&K UMP40
 - b. Radio pouch for Harris P5200 portable police radio.
 - c. Magazine pouch for H&K USP 40.
 - d. Flashlight pouch Stinger XT flashlight
 - e. Double handcuff case
- Q. Removable cummerbund for load bearing stabilization
- R. Easy break away shoulder system.
- S. Base system shall include; base carrier, front and back ballistic panels.
- T. Each system shall be equipped with (1) one 8" X 10" level IV hard trauma "Shooters Cut" Plate or similar configuration.
- U. Ballistic System performance shall comply with NIJ protection level requirements as per NIJ 0101.06 standards.

10. BALLISTIC PANEL MATERIALS

All ballistic panel materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of 100% Kevlar XP™ Woven fabric. No other ballistic material shall be used. Any bids which represent products manufactured from other materials shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality ballistic materials. Panels are to be enclosed in a Rip Stop cover.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Aramid UD, Woven Para-Aramid fabric, and

Polyethylene UD.

11. PANEL CONSTRUCTION

Panel construction shall have a uniform layer count throughout the entire ballistic panel. Any vest which does not have a uniform layer count through out the entire ballistic panel will be rejected.

It is the intent of the agency to procure the lightest weight, best performing tactical body armor available in relation to Areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed .18 (+/- 5%) per square foot for NIJ level IIIA., and a maximum thickness of .25 inches. Sample weights are (+/- 5%).

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.06 test projectiles. The test must 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. The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection. Test reports submitted by the bidder shall reflect the following minimum test results for a 1.18 (+/- 5%) per square foot test sample. Sample weights are (+/- 5%). Blunt trauma reduction is an important aspect of armor design. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury.

Threat 1 - Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig v50 (fps / mps)		Conditioned 357 Sig v50 (fps / mps)		New 357 Sig BFS (mm / in)		Conditioned 357 Sig BFS (mm / in)		Certification Date	BERRY (Yes / No)
KXPIIIA-4	C1	1807	551	1754	535	29	1.14	30	1.18	5/17/2010	N
	C5					27	1.06	27	1.06		

Threat 2 - Heavy Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44mag v50 (fps / mps)		Conditioned 44mag v50 (fps / mps)		New 44mag BFS (mm / in)		Conditioned 44mag BFS (mm / in)		Certification Date	BERRY (Yes / No)
KXPIIIA-4	C1	1714	523	1659	506	39	1.54	37	1.46	5/17/2010	N

Bid submissions, which do not meet these ballistic performance requirements, will be rejected.

13. LABELING

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

All tactical body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.06 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 0101.06
4. Date of Manufacture
5. Date of Issue
6. Size
7. Serial Number
8. Model of Vest
9. Manufacture location
10. Care Instructions
11. Warranty Period

The Department will not accept any body armor which has been taken from existing inventory. All body armor shall be ordered directly from the manufacturer after providing them with proper fitting instructions. The intent of this stipulation, is to prevent the department from receiving body armor which has been sitting in storage or shelving for unknown extended periods of time. Only custom ordered body armor, dropped shipped directly from the manufacturer will be accepted, no exceptions.

14. BALLISTIC PANEL COVER MATERIAL

This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Therefore, the ballistic cover material must be sealed by a sonic welding process to prevent moisture intrusion at the seams. Also, the department is aware that high degrees of “moisture Vapor Transmission” (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to “Breathe” or allow high levels of “Moisture Vapor Transmission” to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellent treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 <u>1/</u>	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 <u>1/</u>	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 <u>1/</u>	ASTM D751

**** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.**

15. QUALITY CONTROL

The manufacturer must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control

system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The manufacturer must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.06. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.06.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and 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.

In addition, 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 customer's order.

16. SERIAL NUMBERS

Each unit of tactical body armor delivered shall have an individual serial number. Each serialized tactical body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the tactical body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

17. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard 0101.06 for backing material.

18. MEASUREMENTS AND FITTING:

Concealable Custom Measuring

Unless otherwise stated, individual measurements will be taken for each user at the Edinburg police department, located at 1702 S. Closner Bl., Edinburg TX. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

19. FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

20. PRODUCT LIABILITY INSURANCE

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

21. WARRANTY

THIS WARRANTY IS EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND OTHER WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE WARRANTY PERIOD SET FORTH HEREIN. The warranty herein shall be void if the product has been altered, abused, or misused, stored improperly or not cleaned in accordance with cleaning instructions.

The ballistic or stab elements are warranted to be of the same construction and design as the original N.I.J. certified model listed on the label. The design of the bullet or stab resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic or Stab Resistance of Personal Body Armor for the level stated on the label. These bullet or stab resistant elements are warranted for five years from date of purchase to be free from manufacturing defects. Upon timely notice, Point Blank will repair or replace any vest / plate in which, after examination by Point Blank, Point Blank determines there is a manufacturing defect. Should the tactical body armor ballistic or stab panel cover be compromised (cut, torn or worn through), it should not be worn and immediately returned to Point Blank for inspection and repair. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by Point Blank, then Point blank will advise the owner of recommended repair or replacement costs. In any event, the owner will be responsible for the cost of returning the vest to the factory.

The ballistic or stab resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements. There is NO protection where there is no ballistic or stab resistant element. **When worn**, the ballistic or stab element is warranted to be bullet or stab resistant for the life of the warranty under normal wear conditions and proper maintenance. ***There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element.*** The ballistic or stab element is not warranted to be bulletproof or stab proof.

This warranty does not cover and is void as to:

- Any ballistic or stab element that has been altered or modified in any way other than Point Blank authorized factory alterations.
- Any ballistic or stab element not in a Point Blank outer shell carrier.
- Damage as a result of abuse or misuse.
- Damage as a result of improper storage or maintenance.
- Penetrations as a result of ballistic or stab testing.
- The results of any specific ballistic or stab testing.
- Injury as a result of bullets or other projectiles or instruments not impacting the ballistic or stab element.

The outer shell carrier is warranted to be free from manufacturing defects for 24 months from the date of purchase.

The above warranty is the only warranty in effect on this product, **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, THAT ARE IN EFFECT.**

Rev. March 5, 2008

22. PACKAGING

All tactical body armor shall be packaged and shipped consistent with good commercial practices.

Shipping Cartons: The tactical body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the tactical body armor.

23. DOCUMENTATION

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 made by manufacturers other than Point Blank Body Armor must 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.
2. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
3. NIJ 0101.06 certification and test reports from an accredited laboratory for the vest being certified.
4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
 - a. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
5. Quality Control Procedures.
 - a. Incoming materials
 - b. Lay-up configuration
 - c. In-process configuration
 - d. Testing verification
 - e. Inspection of ballistic panel stitching
 - f. Random final product inspection and continuous in-process surveillance
 - g. Quality Assurance training and indoctrination
6. Product Liability Insurance providing a minimum coverage of \$26,000,000.
7. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
8. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
A/IIIA
Level IIIA
Concealable / Tactical Armor System

Model A/IIIA
Ballistic Material constructed of 100% Kevlar XP™ Woven fabric.
NIJ Level IIIA
Weight 1.18 lbs. Sq. Ft. (+/- 5%)
Thickness .25 inches (+/- 5%)

Threat 1 - Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig v50 (fps / mps)		Conditioned 357 Sig v50 (fps / mps)		New 357 Sig BFS (mm / in)		Conditioned 357 Sig BFS (mm / in)		Certification Date	BERRY (Yes / No)
		1807	551	1754	535	29	1.14	30	1.18		
KXP/IIIA-4	C1	1807	551	1754	535	29	1.14	30	1.18	5/17/2010	N
	C5					27	1.06	27	1.06		

Threat 2 - Heavy Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44mag v50 (fps / mps)		Conditioned 44mag v50 (fps / mps)		New 44mag BFS (mm / in)		Conditioned 44mag BFS (mm / in)		Certification Date	BERRY (Yes / No)
		1714	523	1659	506	39	1.54	37	1.46		
KXP/IIIA-4	C1	1714	523	1659	506	39	1.54	37	1.46	5/17/2010	N

**CITY OF EDINBURG
 BID FORM FOR
 TACTICAL BODY ARMOR**

BID NO. 2012-58

BID OPENING DATE: February 20, 2012 at 3:00 p.m.

I/We submit the following bid in ORIGINAL FORM for TACTICAL BODY ARMOR according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

<u>CHECK ONE</u>	
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC
<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> OTHER _____	Specify
CONTRACT NUMBER: _____ (if applicable) COMMODITY NUMBER: _____ (if applicable)	

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	8	TACTICAL BODY ARMOR As Per Specifications or Comparable Equal	\$ _____	\$ _____
2	8	8" X 10" Level IV Hard Trauma or Comparable Equal	\$ _____	\$ _____
3	1	SHIPPING		\$ _____
		GRAND TOTAL		\$ _____
		DELIVERY DATE:		

BID FORM FOR TACTICAL BODY ARMOR (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Respectfully submitted this ____ day of _____, 2012.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____