

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
P. O. BOX 9277
CORPUS CHRISTI, TEXAS 78469
BID INVITATION**

Revised Date: 11/16/09

INVITATION TO:

INVITATION NO.: **BI-0048-10**
(Must appear on Bidder's return envelope)

COMMODITY: **Soft Body Armor**

REQUISITION NO.(S)

BID CLOSING TIME: **11:00 a.m., December 2, 2009**
(By Purchasing Division Time Stamp)

This invitation includes these forms:

- *Bid Invitation
 - Notice to All Bidders
 - Instructions to Bidders
 - Std. Purchase Terms & Conditions
- *Bid Sheet
 - Specification No. 1145
 - Additional Instructions To Bidders
- *Minority Business Enterprise information Form
- *Disclosure of Interest

For information on contract:

Gabriel Maldonado
Senior Buyer

gabrielm@cctexas.com
Telephone: (361) 826-3165

*These documents must be properly completed and returned as must your bid.

BID (Refer to "Instructions to Bidders" before completing)

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount (s) shown on the accompanying bid sheet(s), if the offer is accepted within ___ calendar days (90 days unless a different period is inserted) after date of bid opening.

Firm Name: _____ Telephone: _____ - - Ext. _____

Address: _____ Fax: _____ - - _____

City: _____ State: _____ Zip _____ - _____ E-mail: _____

Date: _____

Signature of Person Authorized to Sign Bid

Signer's Name: _____ Title: _____
(Please print or type)

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BID SHEET
BID INVITATION NO. BI-0048-10**

Revised Date: 11/16/09

DATE: _____

PAGE 1 OF 2

BIDDER

AUTHORIZED SIGNATURE

1. Refer to "Instructions to Bidders" and Standard Purchase Terms and Conditions before completing bid.
2. Quote your best price, F.O.B. Destination, on each item.
3. In submitting this bid, I certify:
 - a. That the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or competitor, for the purpose of restricting competition with regard to prices;
 - b. That I am an Equal Opportunity Employer; and
 - c. That the disclosure of Interest information on file with City purchasing pursuant to the Code of Ordinance is current and true.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Out right purchase for Soft Body Armor in accordance with Specification No. 1145. Soft Body Armor- Protective Vests (correct measurements to be supplied at time of orders) Manufacturer: _____ Model: _____ Lead Time: _____	230	Each		
2.	Additional Carriers Manufacturer: _____ Model: _____ Lead Time: _____	230	Each		
NO CHANGES MADE TO THIS PAGE.					

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BID SHEET CONTINUATION
BID INVITATION NO. BI-0048-10**

Revised Date: 11/16/09

DATE: _____

PAGE 2 OF 2

BIDDER

AUTHORIZED SIGNATURE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	<p>Bidder to quote pricing on complete vests with washable, removable covers.</p> <p>The following items are to be submitted with bid:</p> <p>(A) Proof that the armor model offered has been tested by TAPIC approved laboratory and the TAPIC has found Model to be in full compliance with requirements of NIJ Standard 0101.06, Threat Level II for both wet and dry. <u>Test report to be submitted with bid.</u></p> <p>(B) Bidder to provide complete descriptive literature of the items they propose to furnish the City.</p> <p>(C) BIDDERS SHALL SUBMIT A SAMPLE VEST OF THE SAME MAKE AND MODEL VEST BEING OFFERED. FAILURE TO SUBMIT A SAMPLE VEST MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.</p> <p>The sample must be a size Medium Regular. Only one vest from each different manufacturer is required. Sample vests will be returned after award of the contract if requested by Bidder.</p> <p>The sample vest will be used for comparison purposes with all armor delivered. If so requested by the Contractor to whom this bid is awarded, within 60 days from the date of CCPD's receipt of the final unit of body armor, the Corpus Christi Police Department will return the sample vest from the company to whom this bid is awarded.</p>				

SPECIFICATIONS FOR BODY ARMOR

I. **SCOPE:** The purpose of this specification is the purchase of bullet-resistant armored vests for use by the Corpus Christi Police Department. The bid will be awarded based on best value. In determining the best value, the City will evaluate the following criteria: price, weight, comfort/wear ability, lead time and bidder's profile & qualifications.

II. FUNCTIONAL AND PERFORMANCE REQUIREMENTS

Only body armor models that have been tested by the National Institute of Justice Technology Assessment Program and found to comply with the requirements of **NIJ Standard 0101.06 Ballistic Resistance of Police Body Armor (July, 2008)** shall be acceptable under this specification.

A. **Ballistic Panels:** All materials shall be new, unused and without flaws that may affect durability and function. Both front and back ballistic panels are to contain high performance bullet-resistant materials. Each of the front and back panels shall consist of an adequate number of layers of suitably contoured and sized woven bullet-resistant material to meet **Threat Level II** requirements as defined by NIJ standards.

B. **Ballistic Panel Areal Weight:** Bidders shall provide information regarding the areal weight of the vest for evaluation.

C. **Carrier Construction:** The carrier face is to be constructed of Poly-Cotton Poplin for durability and the carrier back is to be Cool Max (or equal, such as PolyMax) open mesh knit to maximize moisture wicking and evaporation. The material shall be pre-shrunk, colorfast, absorbent, porous and suitable for home laundering. Carrier is to be equipped with provisions for use of a separate trauma reduction device. All vests shall come with one (1) extra removable cover. Color shall be navy blue.

D. The overall design shall be modified undershirt type. Armor is to be designed to be concealable under the standard Corpus Christi Police Department uniform shirt. The armor shall provide full torso coverage, with front-to-back side overlap of ballistic panels. There shall be a pouch located on the upper mid-section of the front outer shell to accommodate a 5" x 8" (approximate size) trauma reduction device. The neck cutout shall be sufficiently "V" so that the vest is not visible at the open throat of the uniform shirt on a standing police officer when the collar is unbuttoned and without a tie. The vest shall be sufficiently relieved in the arm opening so as not to restrict the police officer's movements when driving a car or in the combat-pistol firing stance with a two-hand grip. Relief under the arms shall be such that the garment does not ride up and chafe the wearer under the

arms. The armor shall also be designed so the front panel cannot be worn without the back panel. Vests for female officers shall be contoured to provide bust configuration. Construction of the bullet-resistant material shall provide the same protection level as that of the male vest.

- E. **Trauma Reduction Device:** Vest shall include a soft 5" x 8" trauma reduction device constructed of soft bullet resistant material. The insert WILL NOT be made of hard metal, ceramic, or rigid plastic materials.
- F. All closure, fastening, or accessory attachment devices should be made of materials that do not present a "secondary projectile" or "ricochet" hazard if struck by a bullet.
- G. The vest must be free from any defects affecting durability, serviceability, appearance, or the safety of the user. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purpose.
- H. **Size, Identification and Instruction Label:** Each vest shall be labeled in accordance with the requirements of **NIJ Standard 0101.06** .
- I. **Sizes:** Vests are to be custom fitted to the individual wearer. Successful bidder must use manufacturer-provided sizing samples to ensure proper measurements/fitting.

The successful bidder must provide personnel to adequately perform initial measurements and make fittings. It is anticipated that the successful bidder will be required to provide said service for approximately two or three sessions. Said measurements/fittings shall be performed at locations to be advised by the Corpus Christi Police Department (usually the central police building at 321 John Sartain or the Police Training Center, 4510 Corona Drive).

- J. **Packaging:** Each vest shall be packaged individually in a plastic bag, and labeled with officer's name.
- K. **Warranty:** The outer shell of the vest shall be guaranteed to be free from any defects in material or workmanship for eighteen (18) months from date of first use; the successful bidder shall provide free replacement for deterioration from normal wear and tear, washing, etc.

- L. **Adjustments and Alterations:** The vendor must repair or replace all vests that become unserviceable because of manufacturing defects during the warranty period. The reworking of manufacturing defects so that the armor and/or armor materials meet all applicable bid specifications is not allowed.

III. ITEMS TO BE SUBMITTED WITH THE BID

Submissions of Samples for Testing: All Bidders are required to submit a sample of the same make and model vest as being offered. The sample must be a size Medium Regular. Only one vest from each different manufacturer is needed. Sample vests will be returned after award of the contract if requested by Bidder.

Certifications: All vests shall be tested in accordance with the requirements for the **NIJ Standard 0101.06, Threat Level II** for both wet and dry. Test report to be submitted with bid.

Manufacturer's Liability Insurance: Successful bidder shall submit proof of manufacturer's product liability insurance

List of customers: provide a list of customers to whom the bidder has satisfactorily sold the same type and model body armor during the past two (2) years.

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION**

Revised Date: 11/16/09

ADDITIONAL INSTRUCTIONS TO BIDDERS

BID INVITATION NO. BI-0048-10

- I. **Best Value** Bid will be evaluated under the best value evaluation process. In determining the best value, the City will consider the following criteria and has assigned the following maximum points for each of the criteria listed.

Bids will be evaluated on the following criteria

Price	30 points
Weight	20 points
Comfort/Wear ability	20 points
Lead Time	15 points
Bidder's Profile & Qualifications	15 points

- II. **Evaluation Committee** An evaluation committee will review and evaluate the bids. The evaluation committee will determine the responsiveness and acceptability of each bid. The evaluation committee will evaluate the bids on the above criteria and score each bid accordingly.
- III. **Weight** - Bidders shall provide information regarding the areal weight of the vest for evaluation.
- IV. **Comfort/Wear ability** - The comfort/wear ability of the body armor will be determined from the sample vest submitted by each bidder. A sample vest will be required from bidders in order to properly evaluate bids.
- V. **Lead Time** The lead time will be evaluated based on the number of days required to process and deliver the order.
- VI. **Bidder's Profile & Qualifications - Detail** Each bidder must furnish the City with a summary of the Contractor's experience in performing work of the type specified herein. In addition, each bidder must furnish the City with a profile of its firm which will at a minimum include the following:

Year established
Nature of Business
Business Organization
Lawsuits, filed against bidder in the last 15 years and final dispositions thereof.

Each bidder must also furnish the City with the names of three (3) references of firms currently utilizing the Contractor's services that are similar in nature and size to those requested in this bid. The references must include the firm name, address, phone number, and name of person to contact.

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
P. O. BOX 9277
CORPUS CHRISTI, TEXAS 78469
BID INVITATION**

INVITATION TO:

INVITATION NO.: **BI-0048-10**
(Must appear on Bidder's return envelope)

COMMODITY: **Soft Body Armor**

REQUISITION NO.(S)

BID CLOSING TIME: **11:00 a.m., November 25, 2009**
(By Purchasing Division Time Stamp)

This invitation includes these forms:

- *Bid Invitation
 - Notice to All Bidders
 - Instructions to Bidders
 - Std. Purchase Terms & Conditions
- *Bid Sheet
 - Specification No. 1145
 - Additional Instructions To Bidders
- *Minority Business Enterprise information Form
- *Disclosure of Interest

For information on contract:

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*These documents must be properly completed and returned as must your bid.

BID (Refer to "Instructions to Bidders" before completing)

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount (s) shown on the accompanying bid sheet(s), if the offer is accepted within ___ calendar days (90 days unless a different period is inserted) after date of bid opening.

Firm Name: _____ Telephone: _____ - - Ext. _____
Address: _____ Fax: _____ - - _____
City: _____ State: _____ Zip _____ - _____ E-mail: _____
Date: _____

Signature of Person Authorized to Sign Bid

Signer's Name: _____ Title: _____
(Please print or type)

NOTICE TO ALL BIDDERS

1. **BIDDER SHALL ENCLOSE IN A SEALED ENVELOPE ADDRESSED TO THE CITY OF CORPUS CHRISTI, PURCHASING DIVISION, ONE ORIGINAL AND ONE COPY OF ALL BID DOCUMENTS SUBMITTED.** The bid invitation number and bid opening date must be shown in the lower left hand corner of the sealed envelope.
2. The Bid Invitation and all Bid Sheets must be signed by Bidder.
3. Bidder must state if bid is all or none, or if any other conditions apply, otherwise, **City may pick and choose any item or group of items according to the City's best interest.**

Before submitting your bid, please read all bid invitation documents carefully. If there are questions, contact the buyer indicated on the Bid Invitation. Any discrepancies between the bid invitation and the Bidder's response generally extend the bid evaluation period and often cause the bid to be declared non-responsive.

FACSIMILE AND ELECTRONIC MAIL BIDS: The City Charter requires that all bids submitted be sealed and delivered in the manner required by the bid invitation, to be opened in the presence of one or more City employees and those Bidders desiring to be present. Therefore, bids submitted directly to the City by facsimile machine or electronic mail will be considered non-responsive.

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
INSTRUCTIONS TO BIDDERS**

Preparation of Bids

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc., must be requested in writing to Purchasing with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation 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.

1. Specifications

Bidders are expected to examine the specifications, drawings, standard provisions and all instructions. Failure to do so will be at the bidder's risk. Bidders may provide a product exceeding specifications, as an alternate bid, if they so desire.

2. Information Required

Each bidder shall furnish the information required by the invitation. The bidder shall sign the Bid Invitation, Bid Sheet, and, when appropriate, Specifications. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City purchasing office.

A. The bidder should quote its lowest and best price, F.O.B. destination on each item. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing should include packaging and transportation unless otherwise specified. Pricing shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In case of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

B. Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

C. Transportation Charges. If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the City shall have the right to designate what method of transportation shall be used to ship the goods.

D. Taxes. The City does not have to pay Federal Excise Taxes and Texas and local retail sales and use taxes. Tax exemption certificates can be provided upon request.

E. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays. Time of delivery is part of the bid and very important. The required delivery date indicated is at point of destination. If the indicated date cannot be met or date is not indicated, bidder shall state its best delivery time.

F. If the bid invitation indicates "approved equal" products are acceptable, the seller may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.

G. Bids submitted on other than City forms or with different terms or provisions may not be considered as responsive bids.

3. Submission of Bids

A. Sealed bids should be returned in an envelope marked on the outside with the bidder's name and address and **bid number**.

Address to:

City of Corpus Christi
Purchasing Division
P. O. Box 9277
Corpus Christi, Texas 78469

BID NO.: _____

BID DATE: _____

B. Sealed bids may be delivered in person to the 4th Floor, City Hall, 1201 Leopard Street, Corpus Christi, Texas.

C. Bids must be returned in sufficient time so as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after the published time and date cannot be considered.

4. **Modification or Withdrawal of Bids**

Bids may be modified or withdrawn by written or telegraphic notice received by the City purchasing office prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

5. **Evaluation Factors**

- A. **Most Advantageous Bid.** The City will award purchase orders and contracts to the lowest and responsible bidder which represents the most advantageous bid to the City, price and other factors considered. In determining the "most advantageous" bid or proposal, price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but not necessarily limited to conformity to the specifications, product warranty, a bidder's proposed service, ability to supply and provide service, delivery to required schedules, and past performance in other contracts with the City including timely delivery.
- B. **Best Value Bid.** Alternatively, the City may award purchase orders and contracts to the bidder who submits the overall best value based upon the criteria set out in the bid.
- C. **Partial Awards.** Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.
- D. **Reservations.** The City expressly reserves the right to:
 - 1. Waive as an informality, minor deviations from specifications at a lower price than the low bid meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
 - 2. Waive any defect, irregularity or informality in any bid or bidding procedure;
 - 3. Reject or cancel any or all bids;
 - 4. Reissue a bid invitation;
 - 5. Extend the bid opening time and date;
 - 6. Procure any item by other means;
 - 7. Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
 - 8. Consider and accept an alternate bid as provided herein when most advantageous to the City.

6. **Acceptance**

Acceptance of bidder's offer for an open market purchase will be in the form of a purchase order. Acceptance of bidder's offer for supply agreements will be by acceptance letter. Subsequent purchase orders and release orders may be issued as appropriate.

7. **Conflicts of Interest**

Bidders must comply with the conflict of interest provisions of the City Charter and Code of Ordinances. Prior to the submission of any bid, each Bidder must file with the City purchasing office a disclosure of interests on the form supplied by the City. Bidders are obligated to provide updated information concerning the disclosure of interests, as warranted, throughout the time the bids are being considered.

Bidders who already have a current disclosure of interest form on file in the City purchasing office will not be required to submit a separate form with their bids provided that they have signed the certificate on the Bid Sheet certifying that the disclosure of interest information on file is current and true.

8. **Equal Employment Opportunity**

Bidders are expected to comply with the Affirmative Action Policy Statement of the City with respect to its provisions concerning contractors. Any complaints filed with the City alleging that a Bidder is not an Equal Opportunity Employer due to activities arising during a previous City contract will be referred to the human relations commission of the City for the purpose of review and recommendation. Summaries of reports by the human relations administrator or the commission may be considered in any future bid awards by the City. The City expressly reserves the right to consider such reports in determining the best bid.

CITY OF CORPUS CHRISTI

PURCHASING DIVISION

STANDARD PURCHASE TERMS AND CONDITIONS

Seller and City agree as follows

1. **SELLER TO PACKAGE GOODS** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE & RISK OF LOSS** The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES** F.O.B. destination unless delivery terms are specified otherwise in bid. City agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods.
5. **NO REPLACEMENT OF DEFECTIVE TENDER** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY** The place of delivery shall be that set forth in the block of the purchase order entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in Clause 20 hereof entitled "Modifications." The terms of this agreement are "no arrival, no sale."
7. **INVOICES & PAYMENTS**
 - a. Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Accounting Division, City of Corpus Christi, P. O. Box 9277, Corpus Christi, Texas 78469. Payment shall not be due until the above instruments are submitted after delivery.
 - b. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for good will be returned to Seller by City.
 - c. Do not include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificates upon request.
 - d. Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.
8. **GRATUITIES** The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS & TEST EQUIPMENT** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY-PRICE**
 - a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to Seller for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
11. **WARRANTY-PRODUCT** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY** Seller warrants that the product sold to City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health ACT (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.
13. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of this agreement. If City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save City harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that City will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHTS OF INSPECTION** City shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION** City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.
16. **TERMINATION** The performance of work under this order may be terminated in whole, or in part by the City in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of City set forth in Clause 15, herein.
17. **FORCE MAJEURE** Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
18. **ASSIGNMENT-DELEGATION** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **MODIFICATIONS** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
21. **INTERPRETATION-PAROL EVIDENCE** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
22. **APPLICABLE LAW** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
23. **ADVERTISING** Seller shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
25. **EQUAL EMPLOYMENT OPPORTUNITY**

Seller agrees that during the performance of its contract it will:

 - a. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
 - b. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request.

The Seller shall be advised of any complaints filed with the City alleging that Seller is not an Equal Opportunity Employer.
The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Seller is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
26. **CONFLICTS OF INTEREST** Seller agrees to comply with the conflict of interest provisions of the City Charter and Code of Ordinances. Seller agrees to maintain current, updated disclosure of information on file with the City purchasing office throughout the term of this contract.

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BID SHEET
BID INVITATION NO. BI-0048-10**

DATE: _____

PAGE 1 OF 2

BIDDER

AUTHORIZED SIGNATURE

4. Refer to "Instructions to Bidders" and Standard Purchase Terms and Conditions before completing bid.
5. Quote your best price, F.O.B. Destination, on each item.
6. In submitting this bid, I certify:
 - d. That the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or competitor, for the purpose of restricting competition with regard to prices;
 - e. That I am an Equal Opportunity Employer; and
 - f. That the disclosure of Interest information on file with City purchasing pursuant to the Code of Ordinance is current and true.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Out right purchase for Soft Body Armor in accordance with Specification No. 1145. Soft Body Armor- Protective Vests (correct measurements to be supplied at time of orders) Manufacturer: _____ Model: _____ Lead Time: _____	230	Each		
2.	Additional Carriers Manufacturer: _____ Model: _____ Lead Time: _____	230	Each		

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BID SHEET CONTINUATION
BID INVITATION NO. BI-0048-10**

DATE: _____

PAGE 2 OF 2

BIDDER

AUTHORIZED SIGNATURE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	<p>Bidder to quote pricing on complete vests with washable, removable covers.</p> <p>The following items are to be submitted with bid:</p> <p>(A) Proof that the armor model offered has been tested by TAPIC approved laboratory and the TAPIC has found Model to be in full compliance with requirements of NIJ Standard 0101.04, Threat Level II for both wet and dry. <u>Test report to be submitted with bid.</u></p> <p>(B) Bidder to provide complete descriptive literature of the items they propose to furnish the City.</p> <p>(C) BIDDERS SHALL SUBMIT A SAMPLE VEST OF THE SAME MAKE AND MODEL VEST BEING OFFERED. FAILURE TO SUBMIT A SAMPLE VEST MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.</p> <p>The sample must be a size Medium Regular. Only one vest from each different manufacturer is required. Sample vests will be returned after award of the contract if requested by Bidder.</p> <p>The sample vest will be used for comparison purposes with all armor delivered. If so requested by the Contractor to whom this bid is awarded, within 60 days from the date of CCPD's receipt of the final unit of body armor, the Corpus Christi Police Department will return the sample vest from the company to whom this bid is awarded.</p>				

SPECIFICATIONS FOR BODY ARMOR

IV. **SCOPE:** The purpose of this specification is the purchase of bullet-resistant armored vests for use by the Corpus Christi Police Department. The bid will be awarded based on best value. In determining the best value, the City will evaluate the following criteria: price, weight, comfort/wear ability, lead time and bidder's profile & qualifications.

V. FUNCTIONAL AND PERFORMANCE REQUIREMENTS

Only body armor models that have been tested by the National Institute of Justice Technology Assessment Program and found to comply with the requirements of NIJ Standard 0101.04 Ballistic Resistance of Police Body Armor (September, 2000) shall be acceptable under this specification.

M. **Ballistic Panels:** All materials shall be new, unused and without flaws that may affect durability and function. Both front and back ballistic panels are to contain high performance bullet-resistant materials. Each of the front and back panels shall consist of an adequate number of layers of suitably contoured and sized woven bullet-resistant material to meet **Threat Level II** requirements as defined by NIJ standards.

N. **Ballistic Panel Areal Weight:** No vest with a measured areal weight of more than .78 pounds per square foot will be accepted.

O. **Carrier Construction:** The carrier face is to be constructed of Poly-Cotton Poplin for durability and the carrier back is to be Cool Max (or equal, such as PolyMax) open mesh knit to maximize moisture wicking and evaporation. The material shall be pre-shrunk, colorfast, absorbent, porous and suitable for home laundering. Carrier is to be equipped with provisions for use of a separate trauma reduction device. **All vests shall come with one (1) extra removable cover. Color shall be navy blue.**

P. The overall design shall be modified undershirt type. Armor is to be designed to be concealable under the standard Corpus Christi Police Department uniform shirt. The armor shall provide full torso coverage, with front-to-back side overlap of ballistic panels. There shall be a pouch located on the upper mid-section of the front outer shell to accommodate a 5" x 8" (approximate size) trauma reduction device. The neck cutout shall be sufficiently "V" so that the vest is not visible at the open throat of the uniform shirt on a standing police officer when the collar is unbuttoned and without a tie. The vest shall be sufficiently relieved in the arm opening so as not to restrict the police officer's movements when driving a car or in the combat-pistol firing stance with a two-hand grip. Relief under the arms shall be such that the garment does not ride up and chafe the wearer under the

arms. The armor shall also be designed so the front panel cannot be worn without the back panel. Vests for female officers shall be contoured to provide bust configuration. Construction of the bullet-resistant material shall provide the same protection level as that of the male vest.

- Q. **Trauma Reduction Device:** Vest shall include a soft 5" x 8" trauma reduction device constructed of soft bullet resistant material. The insert WILL NOT be made of hard metal, ceramic, or rigid plastic materials.
- R. All closure, fastening, or accessory attachment devices should be made of materials that do not present a "secondary projectile" or "ricochet" hazard if struck by a bullet.
- S. The vest must be free from any defects affecting durability, serviceability, appearance, or the safety of the user. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purpose.
- T. **Size, Identification and Instruction Label:** Each vest shall be labeled in accordance with the requirements of NIJ Standard 0101.04 .
- U. **Sizes:** Vests are to be custom fitted to the individual wearer. Successful bidder must use manufacturer-provided sizing samples to ensure proper measurements/fitting.

The successful bidder must provide personnel to adequately perform initial measurements and make fittings. It is anticipated that the successful bidder will be required to provide said service for approximately two or three sessions. Said measurements/fittings shall be performed at locations to be advised by the Corpus Christi Police Department (usually the central police building at 321 John Sartain or the Police Training Center, 4510 Corona Drive).

- V. **Packaging:** Each vest shall be packaged individually in a plastic bag, and labeled with officer's name.
- W. **Warranty:** The outer shell of the vest shall be guaranteed to be free from any defects in material or workmanship for eighteen (18) months from date of first use; the successful bidder shall provide free replacement for deterioration from normal wear and tear, washing, etc.

- X. **Adjustments and Alterations:** The vendor must repair or replace all vests that become unserviceable because of manufacturing defects during the warranty period. The reworking of manufacturing defects so that the armor and/or armor materials meet all applicable bid specifications is not allowed.

VI. ITEMS TO BE SUBMITTED WITH THE BID

Submissions of Samples for Testing: All Bidders are required to submit a sample of the same make and model vest as being offered. The sample must be a size Medium Regular. Only one vest from each different manufacturer is needed. Sample vests will be returned after award of the contract if requested by Bidder.

Certifications: All vests shall be tested in accordance with the requirements for the NIJ Standard 0101.04, Threat Level II for both wet and dry. Test report to be submitted with bid.

Manufacturer's Liability Insurance: Successful bidder shall submit proof of manufacturer's product liability insurance

List of customers: provide a list of customers to whom the bidder has satisfactorily sold the same type and model body armor during the past two (2) years.

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION**

ADDITIONAL INSTRUCTIONS TO BIDDERS

BID INVITATION NO. BI-0048-10

- II. **Best Value** Bid will be evaluated under the best value evaluation process. In determining the best value, the City will consider the following criteria and has assigned the following maximum points for each of the criteria listed.

Bids will be evaluated on the following criteria

Price	30 points
Weight	20 points
Comfort/Wear ability	20 points
Lead Time	15 points
Bidder's Profile & Qualifications	15 points

- VII. **Evaluation Committee** An evaluation committee will review and evaluate the bids. The evaluation committee will determine the responsiveness and acceptability of each bid. The evaluation committee will evaluate the bids on the above criteria and score each bid accordingly.
- VIII. **Weight** - No vest with a measured areal weight of more than .78 pounds per square foot will be accepted.
- IX. **Comfort/Wear ability** - The comfort/wear ability of the body armor will be determined from the sample vest submitted by each bidder. A sample vest will be required from bidders in order to properly evaluate bids.
- X. **Lead Time** The lead time will be evaluated based on the number of days required to process and deliver the order.
- XI. **Bidder's Profile & Qualifications - Detail** Each bidder must furnish the City with a summary of the Contractor's experience in performing work of the type specified herein. In addition, each bidder must furnish the City with a profile of its firm which will at a minimum include the following:

Year established
Nature of Business
Business Organization
Lawsuits, filed against bidder in the last 15 years and final dispositions thereof.

Each bidder must also furnish the City with the names of three (3) references of firms currently utilizing the Contractor's services that are similar in nature and size to those requested in this bid. The references must include the firm name, address, phone number, and name of person to contact.



SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: _____

P. O. BOX: _____

STREET ADDRESS: _____ CIT _____ ZIP: _____ -

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Department (if known)	Job	Title	and	City
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Committee	Board,	Commission	or
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary.
[Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.