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Invitation to Bid

Protective Body Armor for the Greenville Police Department Per Specifications Informal Bid Request#15-16-20

Bid Due Date: Thursday, January 7, 2016 @ 4:00 P.M.

Location: City of Greenville
Purchasing Office
Attention: Angelene Brinkley
201 W. Fifth Street
Greenville, NC 27834

Contact Persons:

Questions regarding the bid package:

Mrs. Angelene E. Brinkley
Purchasing Manager
Telephone: 252-329-4462
Fax: 252-329-4464
Email: abrinkley@greenvillenc.gov

Questions regarding the Specifications:

APO Christopher Burack
Greenville Police Department
Telephone: 252-329-4102
Fax: 252-329-4792
Email: cburack@greenvillenc.gov

INVITATION FOR INFORMAL BID ON

Protective Body Armor for the Greenville Police Department

Per Specifications

Informal Bid # 15-16-20

Bid Due Date: Thursday, January 7, 2016 at 4:00 P.M.

INSTRUCTIONS TO BIDDERS

1. The person, firm or corporation submitting a bid shall submit it to the Purchasing Manager or her duly designated representative at one of the following:

Hand Delivered/or Carrier:

Purchasing Office
Attn: Angelene Brinkley
201 W. Fifth Street
Greenville, N.C. 27834

By Postal Mail:

City of Greenville-Purchasing
Attn: Angelene Brinkley
P.O. Box 7207
Greenville, N.C. 27835-7207

EMAIL:

Angelene E. Brinkley
abrinkley@greenvillenc.gov

2. This is an Informal Bid and therefore bids will be received at stated day/time, however, no public bid opening will be held. Bids will be reviewed and evaluated by staff at a later time and an award will be made at the earliest possible date. Bid results will be made available after award and by written request.
3. **Award of Bid:** Bids shall be awarded to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.
4. **Each bid submitted must be clearly marked "Protective Body Armor Bid #15-16-20 along with Bidder's name and address. Bids may be submitted via mail, hand delivery or email. NO BIDS WILL BE ACCEPTED BY FAX.**

PLEASE NOTE: IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT BIDS ARE RECEIVED BY THE PURCHASING MANAGER BY THE STATED DAY/TIME. No late bids will be accepted.

All submittals should be on the attached BID FORMS, regardless to the method of delivery. Any bids/quotes not submitted on the attached bid form will be considered non-responsive.

5. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.
6. The bidder shall insert the required responses and supply all the information as indicated on the Bid Form. The prices inserted shall be net and shall be the full cost including all factors whatsoever. **Any bids not submitted on such forms provided will be considered unresponsive.**
7. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Purchasing Manager.
8. The City of Greenville reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed most advantageous to the City. Any bid submitted will be binding for 60 days after the date of the bid opening.
9. The specifications attached represent the minimum general size, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.
10. It is expressly understood by the bidders that written notice of award by the City will constitute an agreement by the City to consummate the transaction and will serve together with the proposal, advertisement, these instructions, and the detailed specifications, as the entire form of contract between the parties except in cases where formal contracts are warranted.
11. Each proposal shall specify a delivery time. Time of delivery to Greenville, N. C. will be a factor along with quality, cost, etc. in awarding the bids.
12. Bid price shall be FOB, Greenville, N. C. with delivery to be to the Greenville Police Department located in at 500 South Greene Street Greenville, NC 27834.
13. Technical questions regarding the specifications of this bid shall be directed to Officer Christopher Burack, telephone (252) 329-4102; email: cburack@greenvillenc.gov. All other questions regarding the bid shall be directed to Mrs. Angelene Brinkley, Purchasing Manager, telephone (252)329-4462; email: abrinkley@greenvillenc.gov.

GENERAL TERMS AND CONDITIONS

1. **NON-DISCRIMINATION:** The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.
2. **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
3. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.
4. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.
5. **ACCEPTANCE/REJECTION OF PROPOSALS:** The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.
6. **CONFLICT OF INTEREST:** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
7. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of Greenville has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, located in City Hall-200 W. Fifth Street Greenville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
8. **MWBE PROGRAM: Minority and/or Women Business Enterprise (MWBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but

not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4862.

9. **FEDERAL LAW** : Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
10. **TAXES**: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
11. **WITHDRAWAL OF PROPOSALS**: No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.
12. **SERVICES PERFORMED**: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
13. **INDEPENDENT CONTRACTOR**: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers's compensation, pension or retirement benefits.
14. **VERBAL AGREEMENT**: The City will not be bound by any verbal agreements.
15. **INSURANCE REQUIREMENTS**: Contractor shall maintain at its own expense
 - (a) **Commercial General Liability** insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.
 - (b) **Professional Liability** insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;

(c) **Workers Compensation Insurance** as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;

(d) **Commercial Automobile Insurance** applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

16. **LOCAL PREFERENCE POLICY**: The City of Greenville has implemented a Local Preference Policy effective February 1, 2014. The Local Preference Policy applies to all contracts for purchases of apparatus, supplies, and equipment costing less than \$30,000. Please be advised that should the lowest, responsible, responsive bid be less than \$30,000, the Local Preference Policy may be applied.

**TECHNICAL SPECIFICATIONS OF THE
PROTECTIVE BODY ARMOR—
ABA Xtreme XT03-11**



Xtreme TECHNICAL SPECIFICATION XT03-II

General

Test Standard	NIJ Standard: 0101.06
Threat Type	Ballistic Level II
Model	BA-2000S-XT03

Design

Configuration	Neutral
Armor Material	DuPont™ Kevlar® KM2+, Honeywell® Gold Shield® 2118, Tex Tech Core Matrix Technology™
Armor Panel Covering	2 Ply, 70 Denier Textured Nylon Ripstop with TPU Lamination System

Performance

Areal Density	0.85 lbs/ft ² (4.15 kg/m ²)
Thickness	0.180 in (4.57 mm)
New V50 – 9 mm FMJ RN 124 gr.	1680 ft/s (512 m/s)
Conditioned V50 – 9 mm FMJ RN 124 gr.	1740 ft/s (530 m/s)
New V50 – .357 Mag JSP 158 gr.	1610 ft/s (491 m/s)
Conditioned V50 – .357 Mag JSP 158 gr.	1604 ft/s (489 m/s)
Backface Average – 9 mm	29.23 mm
Backface Average – .357 Mag	32.93 mm

Additional Special Threats

Winchester 9 mm 127 gr. +P+ SXT – Tested Velocity 1340 ± 30 ft/s (408 ± 9 m/s) – No Perforations
Federal 9 mm 124 gr. +P HST – Tested Velocity 1340 ± 30 ft/s (408 ± 9 m/s) – No Perforations
Speer .357 Sig 125 gr. GDHP – Tested Velocity 1465 ± 30 ft/s (447 ± 9 m/s) – No Perforations
Winchester .40 S&W 165 gr. SXT – Tested Velocity 1230 ± 30 ft/s (375 ± 9 m/s) – No Perforations

Special threats tested at the United States Test Laboratory (USTL) in accordance with Modified/Abbreviated NIJ 0101.06 Standard IAW Sec. 7.8.1 unless otherwise specified

Attachment A—Bid Price Form

**The City of Greenville, North Carolina
PURCHASING OFFICE**

Date _____

REQUEST FOR BIDS AND PROPOSALS ON

Protective Body Armor for Greenville Police Dept. Per Specifications

Informal Bid#15-16-20

Pursuant to General Statutes of North Carolina, Section 143-131, as amended, bids and proposals subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services, or repair work. **All bids must be received by the City of Greenville's Purchasing Manager by 4:00 PM on Wednesday, May 13, 2015.**

Terms: Net 30

SHIP: FOB DESTINATION
CITY OF GREENVILLE

Delivery Date _____

By: **Angelene E. Brinkley, Purchasing Manager**

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS: All Tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

ITEM #	QUANTITY	DESCRIPTION	UOM	UNIT PRICE	EXTENSION
1	60	ABA Xtreme XT03-11	EA.		\$
2			EA		\$
		TOTAL BID (excluding Tax) :			\$
		SALES TAXES			
		Sales tax shall not be included in bid price			
		Freight charges must be included in bid price			

Attachment B—Signature Form

****MUST BE ATTACHED TO BID****

City of Greenville

Financial Services Department/Purchasing Division

Informal Bid#15-16-20 Protective Body Armor for GPD per Specifications

A. Please complete Attachment A and submit along with this bid signature form. Sales Taxes may be listed, but list as a separate line item. All items bid are bid FOB Greenville NC, with shipping location as Greenville Police Dept. 500 South Greene St. Greenville, NC 27835 Attn: APO Christopher Burack

B. Delivery/Turnaround Time for Items Bid:

_____ Days After Receipt of Order

C. List any exceptions taken to specifications:

Non-Collusion Compliance:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to the City of Greenville in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder.

Date _____

The following are enclosed: (check all applicable)

- Brochures
- Samples
- Other

OFFICIAL LEGAL NAME OF COMPANY

ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

PRINT NAME TITLE

() ()
TELEPHONE NO FAX NO.

FEDERAL I.D. NUMBER

EMAIL/WEB SITE ADDRESS