



January 23, 2017

SUBJECT: NOTICE INVITING BIDS (RFQ) F-17-02

The City of San Bernardino (City) invites bids from qualified vendors for:

Police Officer Ballistic Vests

Parties interested in obtaining a copy of this RFQ F-17-02 may do so by accessing the City of San Bernardino Web Page at www.sbcity.org > **City Hall > Finance > Request for Bids** > beginning **January 23, 2017** or by faxing their request to (909) 384-5043, attention Vanessa Slouka, Accounting Assistant. Please include the following information in your request: name and address of firm; name, telephone and facsimile number of contact person; specify RFQ F-17-02.

Copies of the RFQ February also be obtained by calling Vanessa Slouka at (909) 384-5346 or in person at City Hall, 300 N. "D" St., 4th floor, Purchasing Division, San Bernardino, CA 92418.

From the issuance date of this Request for Proposal until a Vendor is selected and the selection is announced, Proposers are not permitted to communicate with any City staff or officials regarding this procurement, other than during interviews, demonstrations, and/or site visits, except at the direction of Vanessa Slouka, Accounting Assistant the designated representative of the City of San Bernardino. Contact with anyone not designated will result in elimination from the bid process.

Closing Date: Bids must be submitted at or before **3:00 PM, PST, February 9, 2017** at 300 North "D" Street, 4th Floor, Purchasing, San Bernardino CA 92418.

Issuance of this RFQ and/or receipt of bids do not commit City to award a contract.

Sincerely,
Vanessa Slouka
Accounting Assistant

SECTION I.
INSTRUCTIONS TO BIDDERS

City of San Bernardino, Finance Department
Purchasing Division

Bid Documents to Be Returned by Bidder

**RFQ F-17-02
POLICE OFFICER BALLISTIC VESTS**

- Copy of Contractor License (if applicable)^{III Bid Content and Forms, General Specification #35, Instructions to Offeror(s) / Bidders}
- Bidder Experience, Competency, Qualification and Profile (Vendor Document)^{III Proposal / Bid Content Forms}
- Non-Collusion Affidavit (City Form)^{Instructions to Offeror(s) / Bidders}
- Listing of Proposed Subcontractor (City Form)^{III Proposal / Bid Content and Forms}
- Cost / Price Form (City Form)^{Instructions to Bidders, III Bid Content and Forms}
- Authorized Signatures^{Instructions to Bidders}
- Bidder Identification^{III Bid Content and Forms}
- Addendum Received (City Form)^{III Bid Content and Forms}
- 120 Day Bid Validity Statement**^{III Bid Content and Forms}
- Authorized Signatures (City Form)^{III Bid Content and Forms}
- References^{III Bid Content and Forms}
- Proper Identification and Submittal of Proposal/Bid Package, and Price Form^{Instructions to Bidders}

Bidders are requested to submit this checklist completed with all bid documents.

This list may not be reflective of all documents necessary for submittal.

I. INSTRUCTIONS TO BIDDERS

A. Pre-Bid Conference/Job Walk

N/A

B. Examination of Bid Documents

1. By submitting a bid, the Bidder represents that it has thoroughly examined and become familiar with the items required under this RFQ and that it is capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFQs, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive RFQs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

C. Addenda

Any City changes to the requirements will be made by written addendum to this RFQ. Any written addenda issued pertaining to this RFQ shall be incorporated into the terms and conditions of any resulting Purchase Order. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instruction.

2. Submitting Requests

- a. All questions, clarifications or comments shall be put in writing and must be received by the City no later than **3:00 PM, January 30, 2017** and be addressed as follows:

City of San Bernardino
300 North "D" Street
4th floor, Attn: Vanessa Slouka
San Bernardino, CA 92418

- b. The exterior envelope or email Subject line of all requests for clarifications, questions and comments must be clearly labeled, **“Not an Offer.”** The City is not responsible for failure to respond to a request that has not been labeled as such.

The City will also accept questions sent by facsimile machines or email, however, all faxed or emailed questions must be received by the City no later than **3:00 PM, PST, January 30, 2017**. Send facsimile transmissions to (909) 384-5043, attention Vanessa Slouka, and emails to: slouka_va@sbcity.org.

- c. Inquiries received *after* 3:00 PM **January 30, 2017** will not be accepted.

3. **City Responses**

Responses from the City will be communicated in writing to all recipients of this RFQ, by a posting to our website, www.sbcity.org by the close of business **February 2, 2017**.

For automatic electronic notifications, please visit our Homepage and register for SB Connect. If you are not registered for SB Connect, you may view or download any Addenda at www.sbcity.org > City Hall > Finance > Request for Bids.

D. **Submission of Bids**

1. **Date and Time**

All bids are to be submitted to the City of San Bernardino, Attention: Vanessa Slouka, Accounting Assistant. Bids received after **3:00 PM, PST, February 9, 2017**, will be rejected by the City as non-responsive.

2. **Address**

Bids shall be addressed as follows:

**City of San Bernardino
Finance Department
300 N. "D" Street, 4th Floor-Purchasing
San Bernardino, CA 92418.**

Bids may be delivered in person to the Purchasing Division, 4th floor of the above address.

3. Identification of Bids

Bidder shall submit a SEALED bid package consisting of:

- a) one (1) signed original of Quote and Price Form**
- b) two (2) copies of each**

The bid package shall be addressed as shown above, bearing the Bidder's name and address and clearly marked as follows:

**RFQ F-17-02:
"Police Officer Ballistic Vests"**

4. Acceptance of Bids

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The City reserves the right to withdraw this RFQ at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this RFQ.
- c. The City reserves the right to postpone bid opening for its own convenience.

E. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

- 1. preparing its bid in response to this RFQ;
- 2. submitting that bid to City;
- 3. negotiating with City any matter related to this bid; or
- 4. any other expenses incurred by the Bidder prior to date of award, if any of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

F. Contract Award

Issuance of this RFQ and receipt of bids does not commit the City to award a Purchase Order. The City reserves the right to postpone bid opening for its own convenience, to accept or reject any or all bids received in response to this RFQ, and to negotiate with other than the selected Bidder(s) should negotiations with the selected Bidder(s) be terminated. **The City also reserves the right to apportion the award among two or more Bidders.**

G. Acceptance of Order

The successful Bidder will be required to accept a Purchase Order in accordance with and including as a part thereof the published Notice Inviting Bids, and the RFQ documents including all requirements, conditions and specifications contained therein, with no exceptions other than those specifically listed in the written purchase order.

H. Business License

The City's Business Ordinance requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the terms of the Agreement. Bidder agrees to obtain such Certificate prior to undertaking any work under this Agreement.

I. Local Vendor Preference

The City of San Bernardino gives any formal or informal bid submitted by a local bidder a one percent (1%) credit for goods and materials, where labor and/or installation is incidental; and a five percent (5%) credit on Contractual services, for comparison purposes with other bidders, as authorized in the San Bernardino Municipal Code Section 3.04.125, and Executive Order 2003-1, respectively.

For the purposes of this section, "local bidders" shall be bidders for which the point of sale of the goods, materials or services shall be within the limits of the City of San Bernardino.

SECTION II.

**TECHNICAL SPECIFICATIONS
FOR OFFICER BALLISTIC VESTS**

City of San Bernardino

TECHNICAL SPECIFICATIONS

BID SPECIFICATION NO.

NOTICE : “SPECIAL INSTRUCTIONS TO THE BIDDER”

Services:

Bidder shall complete right hand column indicating brief reasoning for Exceptions to requirements when not acceptable. State “Acceptable” if Requirements are agreeable as set forth on left hand column.

Equipment:

Bidder shall complete right hand column indicating specific size and or Make and model of all components when not exactly as specified. State “As Specified” if item is exactly as set forth in the left hand column.

FAILURE TO COMPLETE RIGHT HAND COLUMN WILL INVALIDATE BID

PATROL OFFICERS VESTS	
CATEGORY I	ACCEPTABLE / AS SPECIFIED
<ul style="list-style-type: none">- Vests, Bullet Proof- Type IIIA Threat Level Body Armor- Type II Threat Level Body Armor.- New technological vests – made lighter, thinner & cooler.- Extended coverage –(should include side coverage & trauma plate).- Ballistic-Panel: New technological ballistic material panels that meet with NIJ Standard 0101.06 requirements or higher.- Weight of ballistic material in a completed single panel should be no more than 1.04 lbs per sq. ft. for Level IIIA Protection.- Weight of ballistic material in a completed single panel should be no more than 0.79 lbs per sq. ft. for Level II Protection.-	

<ul style="list-style-type: none"> - Warranty on ballistic panel shall be against defects in workmanship for a period of 5 years following the date of purchase. - Warranties on vests shall be provided by the manufacturer. 	
<p>Vendors need to supply an extra carrier. Extra carrier should be of a similar construction and be included in the bid.</p> <p>Both carriers will be made of a moisture wicking material that carries perspiration away from the body (Hydrophollic fabric). Submit test data that this material still wicks after multiple washings.</p> <p>The outer cover must be warranted against defects in material, straps, fasteners, and workmanship for a period of 18 months from the date of purchase. The outer cover will contain an integrated ballistic panel suspension system with removable/adjustable shoulder straps. Any defects in material, straps, fasteners, or workmanship must be repaired or replaced by the vendor without cost, which includes freight</p>	
<p>A mechanism that prevents ballistic panels from “riding-up” while allowing the torso movement is highly desirable.</p>	
<p>Alterations/adjustments are at the cost of the vendor (30-day satisfaction guarantee from date of receipt).</p>	
<p>Design Requirements must include the following;</p> <ul style="list-style-type: none"> - The ballistic panel shall cover the chest up to the collar bone dipping no lower than one inch below the clavicle “V” notch, starting immediately above the belt line; the rear ballistic panel shall cover the back torso from just above the shoulder blades down vertically to end at a position immediately above the highest pants belt. The lower portion of the rear panel must extend horizontally around the kidney area to a position approximately halfway around the side torso. No corners or straight edges will be acceptable. - Type IIIA Threat Level Body Armor must stop Winchester Ranger SXT 9mm 127 grain bullet. Vendor must submit V-50 data test results to demonstrate this. 	

<ul style="list-style-type: none"> - The front ballistic panels on female vests shall have a raised shape that closely follows the curvature of each individual female’s chest. The shape of the vest front for the female breastplate must be constructed of multiple folds of any new technological ballistic material. Positively no seams will be allowed in the construction of the female front ballistic panel. - Vest should be tailor made to the officer. - Option will be given to the officer as to hard or soft trauma plate. - Option will be given to the officer as to tails on the vest or not. 	
<p>Minimal charges should be given to “oversized” vest. Extra charges should be listed for “oversized” vests.</p>	
<p>SM02 IIIA Armor Design</p> <p>Each bidder shall state that they meet the minimum design and performance requirements stated below:</p> <p>All ballistic panels shall be labeled with a material that shall withstand normal wear and cleaning, and remain readable during the entire warranted life of the armor or carrier. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ standard 0101.06. The ballistic panel labeling shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> - Name of manufacturer. - Level of Protection. - NIJ-STD-0101.06 - Date of Fabrication - Size - Serial Number - Model of Vest - Care Instructions - Lot Number <p>Manufacturer must have the capability of performing testing in accordance with MIL-STD-662 and NIJ standard 0101.06. Procedures for lot testing of incoming raw materials and in process</p>	

<p>samples must be incorporated into the quality control system. Every vest panel manufactured shall be inspected for material defects and properly counts. Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material, lot number and ballistic material mill roll number. Additionally, the soft body armor serial number shall be traceable to an incoming material, lot test and ballistic panel lay-up lot test. The vendor must have the ability to trace serial numbers.</p> <p>The manufacturer (Safariland) of the armor model, as listed on the NIJ’s Compliant Product List (CPL), solely performs the research, development, and manufacturing capabilities described below. Other manufacturers or armor models listed on the CPL that have outsourced similar capabilities shall be deemed as inferior.</p>	
<p>The PROTECH SM02 (Type IIIA) model has the following armor design characteristics and materials:</p> <p>Hybrid Technology – The use of multiple types of ballistic, stab, fragmentation, and blunt trauma resistant materials in an armor design.</p> <p>Felted Aramid – Tex Tech Core Matrix Technology</p> <p>Unidirectional Aramid Fiber Gold Shield – GN-2117</p> <p>Advanced Stitching (Single Perimeter) – The use of a single ballistic stitch pattern along the entire perimeter of the armor panel.</p> <p>Advanced Stitching (“X”) – The use of a “X” ballistic stitch pattern extending diagonal from the shoulders to the sides of the lower torso area of the armor panel.</p> <p>Grip Loc Intergrated Suspension System – The use of adhesive tabs sewn to the armor panel that adheres to the interior of the cover material. In addition, Velcro Hook Tabs are adhered to the</p>	

exterior of the cover material for added support.

Water resistant Cover with Heat Sealed Edges –
The use of a Brookwood 70 Denier nylon blockade with TPO lamination system that has a hydrostatic resistance (ASTM-D 751) minimum of 120 pounds per square inch (PSI) to burst and breakaway adhesion (ASTM-D 5035) minimum of 25 pounds per inch (lbs/in). Armor panel has edges heat-sealed through a son bond process with a minimum of a .25” wide seal.

Armor Design (Ballistic Performance) –
Areal Density (lbs. per square foot) 1.04 (lbs per square foot) Thickness (inches) – 0.250 (in)

.357 Sig Estimated V-50 (new) – 1909 (fps)

.357 Sig estimated velocity with 95% probability of stop V-05 1959 (fps)

.357 Sig probability of perforation at P-BFS-0.00%

.357 Sig average back face signature 27.58mm

.44 Magnum estimated V50 1716 (fps)

.44 Magnum estimated velocity of 95% probability of stop V-05-1557 (fps)

.44 Magnum probability of perforation at P-BFS-0.5%

.44 Magnum average back face signature (new) – 39.54mm

.357 Sig estimated V-50 (conditioned)- 1817(fps)

.44 Magnum estimated V-50 (conditioned) 1630 (fps)

Independent NIJ Laboratory Special Threat Testing –
6 Shot Perforation – Back face signature (P-BFS)

- Speer .357 Sig 125 gr. GDHP

<ul style="list-style-type: none"> - Winchester 9mm 127 gr. SXT +P+ - Winchester .40 Cal 165 gr SXT - Federal .40 S&W 155 gr Tactical HP - 7.62 x 25 85gr Tokarev (Romanian) - Federal 9mm 100gr CQT <p>Special Test Specification:</p> <ul style="list-style-type: none"> - 9mm 124gr FMJ (Tested Dry/Hot/Cold/Wet) - .357 Sig 125gr TMJ (Tested Dry/Hot/Cold/Wet) - 9mm 127gr. SXT (Tested Dry) - .40 S&W 165gr GDHP (Tested Dry) - Mil Std 662F (Hanging using air/hydraulic frame and clamps) <ul style="list-style-type: none"> -2 gr. RCC, -4gr. RCC, -16gr. RCC, -17gr. RCC, -64gr. RCC, - Mil STD 662F (Tested on Clay) – <ul style="list-style-type: none"> -2gr. RCC, -4gr. RCC, -16gr. RCC, -64gr. RCC, <p>Special Test Specification:</p> <ul style="list-style-type: none"> - Speer .357 Sig 125gr. GDHP - Federal .40 S&W 155gr. Tactical HP - 9mm 124gr. GDHP - .40 S&W 18gr. HST <p>Warranty – 5 years</p>	
<p>Service</p> <ul style="list-style-type: none"> - Measurements of new vest should be made by the vendor or representative at the San Bernardino Police Department quarterly or at the request of the department. This can also be accomplished at Vendor’s store location as determined by SBPD. Failure to meet these terms may be considered a breach of contract. - A representative shall be present for fittings upon delivery to ensure proper fit and adjustment. - The vendor shall conduct twice weekly fittings for the first two months of the contract to include early morning and late night to accommodate all shifts and all days Monday 	

<p>through Friday. This will be at the discretion of the San Bernardino Police Dept.</p> <ul style="list-style-type: none"> - The vendor shall have a local distributor (within 30 miles of the SBPD main station) that will be open and available during regular business hours or designate a representative from the vendor to be available to come to the department to perform vest fittings for officers upon the request of the agency. 	
<p><u>Delivery</u></p> <ul style="list-style-type: none"> - Delivery shall be within 90 days from the time of the order. - Postage should be paid for by the vendor for all deliveries and returns. <p>Vests containing “Zylon” will be rejected.</p> <p>Vests containing reflective material visible while wearing a uniform will be rejected.</p>	
<p>Vendor shall show proof of a minimum of Twenty Million dollar “Product Liability Insurance”.</p> <p>Vests will be made available for viewing by selected department personnel as part of the bid selection process.</p>	

**TECHNICAL SPECIFICATIONS
FOR SWAT UNIT VESTS**

TECHNICAL SPECIFICATIONS

BID SPECIFICATION NO.

NOTICE : "SPECIAL INSTRUCTIONS TO THE BIDDER"

Services:

Bidder shall complete right hand column indicating brief reasoning for Exceptions to requirements when not acceptable. State "Acceptable" if Requirements are agreeable as set forth on left hand column.

Equipment:

Bidder shall complete right hand column indicating specific size and or Make and model of all components when not exactly as specified. State "As Specified" if item is exactly as set forth in the left hand column.

FAILURE TO COMPLETE RIGHT HAND COLUMN WILL INVALIDATE BID

TACTICAL VEST FOR SWAT UNIT	
CATEGORY I	ACCEPTABLE / AS SPECIFIED
<ul style="list-style-type: none">• Type IIIA threat body armor, PROTECH FAV MK II Enhanced Tactical Carrier & Type III Plates.• Only body armor models that have been tested by the National Institute of Justice Technology Assessment Program Information Center and found to comply with the requirements of NIJ standard 0101.06 ballistic resistance of police body armor, for type IIIA body armor and type III plates shall be submitted.	

<ul style="list-style-type: none"> • The City of San Bernardino Police Department shall order Tactical Vests on an as needed basis. The quoted price for Tactical Vests shall remain firm throughout the contract period. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document. • The body armor detailed herein is intended for use by each member of the tactical or special operations unit of the department. It will be used in high risk situations, therefore the vests shall be designed and constructed to the following specifications: 	
<p align="center">FAV MKII Enhanced – Design</p> <p>The Protech FAVMKII Enhanced, in a large/regular size, shall offer the wearer 647.09 in (total area) of front, back, side, and shoulder ballistic panel coverage. The ballistic panel coverage (total area) stated does not reflect larger or smaller carrier sized and/or optional accessories.</p>	
<p align="center">Carrier Design (Functionality):</p> <p>Internal Panel Insertion System- An internal panel insertion system that includes a horizontal Velcro hook and loop attachment system that allows for the insertion of the armor panels from the interior of the carrier.</p> <p>Grip-Lok Integrated Suspension System- An internal suspension system that suspends the armor panel from the shoulder areas through the use of Velcro hook and loop tabs and integrates the armor panel, panel cover and carrier as one system.</p> <p>Integrated Magazine Pouches – Eight long-arm magazine pouches integrated into the exterior of the carrier across the front and side of the tactical vest.</p>	

Dual Weapon Retention System –

A detachable weapon retention system located in both shoulder areas of the front of the carrier allows the capability to adjust in vertical and horizontal directions.

Modular Webbing Attachment System –

A sewn on 1-inch modular webbing attachment system that covers a majority of the front and rear portions of the carrier, to include 360 degrees circumference of the lower torso.

Tactical Pouch Selection –

A full selection of tactical pouches for most types of ammunition magazines, less lethal munitions, and miscellaneous accessories as an optional accessory.

Officer Extraction Rescue Strap –

A reinforce rescue strap located in the upper back area of the rear of the carrier.

Radio Wire Channel –

A radio wire channel allows for the mounting of a radio on the rear option of the carrier and feeding of the microphone handset wire through a hidden channel to the front of the carrier.

Radio Microphone Tabs –

A radio microphone tab available on both the right and left shoulder area of the front of the carrier that is capable of holding a wide variety of microphone handsets.

Identity Attachment Area –

A platform on the front and back carrier for the attachment of four-inch wide identities with one-inch interlacing strips and Velcro loop material.

Shoulder Mounted D-Rings –

A pair of D-rings available on both the right and left shoulder area of the front of the carrier that is capable of holding a wide variety of accessories.

Color –
Vest shall be available in A-TACS and Foliage Green.

Dual External Top Loading Plate Pocket (front and rear) –
A dual plate pocket in the front and rear of the carrier that allows for the insertion of 8"x10" or 10"x12" PROTECH special threat plates from an external, top loading orientation.

Combination Auxiliary Side Panel and Side Special Threat Plates Pocket (both sides) –
A combination auxiliary side panel and side special threat plate pocket incorporated into the adjustable side closure system that allows for the insertion of 6"x10" auxiliary side panel protection, and 5"x8" or 7"x9" special threat plates, or 6"x6" PROTECH mini-side special threat plates.

Auxiliary Side Panel Protection (removable) –
A pair of 6"x10" auxiliary side panels, made from the same armor model design used throughout the tactical vest, inserted into the combination auxiliary side panel and side special threat plate pocket.

Integrated Shoulder Protection (removable) –
A set of four soft armor panels, made from the same armor model design used through the tactical vest, inserted into the shoulder areas of the front and back portions of the carrier.

Neck Protection (detachable) –
A detachable neck protection with a scooped collar that offers 38.94 in. of ballistic coverage and attached to the carrier through a Velcro hook and loop attachment system as an optional accessory.

Throat Protection (detachable) –
A detachable throat protection that offers 38.51" of ballistic coverage and attaches to the carrier through a Velcro hook and loop attachment system as an optional accessory.

<p>Upper Arm Protection (detachable) – A pair of detachable upper arm protection that offers 170.38 inches of ballistic coverage (each arm) and attaches to the carrier through Velcro hook and loop attachment system as an optional accessory.</p> <p>Upper Arm Special Threat Plate Pocket – A special threat plate pocket incorporated into the upper arm protection for insertion of 6” x 6” PROTECH mini-side special threat plates.</p> <p>Groin Protection (detachable) – A detachable groin protector that offers 91.19 inches of ballistic coverage and attaches to the carrier through a Velcro hook and loop attachment system as an optional accessory.</p> <p>Spacer-Mesh Padding System – A set of chest, back and shoulder spacer mesh pads that offer 277.53 inches of standoff that attach to the internal portion of the carrier as an optional accessory.</p> <p>1,000 Denier Cordura Material – Exterior of carrier</p> <p>429 Denier Diamond Rip-Stop Nylon Material – Interior of carrier</p> <p>Grip/Non-Skid Material – Shoulder area</p> <p>High Profile Velcro Hook and Loop – Tactical Carrier Closure Systems</p> <p>Sizes – XS through 6XL</p> <p>Warranty – 5 years</p>	
<p>SM02 IIIA Armor Design</p> <p>Each bidder shall state that they meet the minimum design and performance requirements stated below:</p>	

All ballistic panels shall be labeled with a material that shall withstand normal wear and cleaning, and remain readable during the entire warranted life of the armor or carrier. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ standard 0101.06. The ballistic panel labeling shall include, but not be limited to, the following:

- Name of manufacturer.
- Level of Protection.
- NIJ-STD-0101.06
- Date of Fabrication
- Size
- Serial Number
- Model of Vest
- Care Instructions
- Lot Number

Manufacturer must have the capability of performing testing in accordance with MIL-STD-662 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. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material, lot number and ballistic material mill roll number. Additionally, the soft body armor serial number shall be traceable to an incoming material, lot test and ballistic panel lay-up lot test. The vendor must have the ability to trace serial numbers.

The manufacturer (Safariland) of the armor model, as listed on the NIJ's Compliant Product List (CPL), solely performs the research, development, and manufacturing capabilities described below. Other manufacturers or armor models listed on the CPL that have outsourced similar capabilities shall be deemed as inferior.

The PROTECH SM02 (Type IIIA) model has the following armor design characteristics and materials:

Hybrid Technology – The use of multiple types of ballistic, stab, fragmentation, and blunt trauma resistant materials in an armor design.

Felted Aramid – Tex Tech Core Matrix Technology

Unidirectional Aramid Fiber Gold Shield –
GN-2117

Advanced Stitching (Single Perimeter) –
The use of a single ballistic stitch pattern along the entire perimeter of the armor panel.

Advanced Stitching (“X”) –
The use of a “X” ballistic stitch pattern extending diagonal from the shoulders to the sides of the lower torso area of the armor panel.

Grip Loc Intergrated Suspension System –
The use of adhesive tabs sewn to the armor panel that adheres to the interior of the cover material. In addition, Velcro Hook Tabs are adhered to the exterior of the cover material for added support.

Water resistant Cover with Heat Sealed Edges –
The use of a Brookwood 70 Denier nylon blockade with TPO lamination system that has a hydrostatic resistance (ASTM-D 751) minimum of 120 pounds per square inch (PSI) to burst and breakaway adhesion (ASTM-D 5035) minimum of 25 pounds per inch (lbs/in). Armor panel has edges heat-sealed through a son bond process with a minimum of a .25” wide seal.

Armor Design (Ballistic Performance) –
Areal Density (lbs. per square foot) 1.04 (lbs per square foot) Thickness (inches) – 0.250 (in)

.357 Sig Estimated V-50 (new) – 1909 (fps)

.357 Sig estimated velocity with 95% probability of stop V-05 1959 (fps)

.357 Sig probability of perforation at P-BFS-0.00%

.357 Sig average back face signature 27.58mm

.44 Magnum estimated V50 1716 (fps)

.44 Magnum estimated velocity of 95% probability of stop V-05-1557 (fps)

.44 Magnum probability of perforation at P-BFS-0.5%

.44 Magnum average back face signature (new) – 39.54mm

.357 Sig estimated V-50 (conditioned)- 1817(fps)

.44 Magnum estimated V-50 (conditioned) 1630 (fps)

Independent NIJ Laboratory Special Threat Testing – 6 Shot Perforation – Back face signature (P-BFS)

- Speer .357 Sig 125 gr. GDHP
- Winchester 9mm 127 gr. SXT +P+
- Winchester .40 Cal 165 gr SXT
- Federal .40 S&W 155 gr Tactical HP
- 7.62 x 25 85gr Tokarev (Romanian)
- Federal 9mm 100gr CQT
- Special Test Specification:
- 9mm 124gr FMJ (Tested Dry/Hot/Cold/Wet)
- .357 Sig 125gr TMJ (Tested Dry/Hot/Cold/Wet)
- 9mm 127gr. SXT (Tested Dry)
- .40 S&W 165gr GDHP (Tested Dry)
- Mil Std 662F (Hanging using air/hydraulic frame and clamps)
 - 2 gr. RCC,
 - 4gr. RCC,
 - 16gr. RCC,
 - 17gr. RCC,
 - 64gr. RCC,
- Mil STD 662F (Tested on Clay) –
 - 2gr. RCC,
 - 4gr. RCC,

<p>-16gr. RCC, -64gr. RCC, Special Test Specification: - Speer .357 Sig 125gr. GDHP - Federal .40 S&W 155gr. Tactical HP - 9mm 124gr. GDHP - .40 S&W 18gr. HST</p> <p>Warranty – 5 years</p>	
<p>2113 MC-3 Rifle Plate</p> <p>Each bidder shall state that they meet the minimum design and performance requirements state below:</p> <p>Design (Size/Weight/Ballistic Coverage capability): The PROTECH 2113 MC-3 Rifle Plate measures 10” x 12” in size, is 1.14” thick, weighs 3.1 lbs., and offers 120 inch squared (total area) of ballistic coverage.</p> <p>Design (materials construction) – Uni-Directional Polyethylene Material – A semi-rigid, advanced composite, uni-directional high performance fiber material used as the primary ballistic element of the rifle plate.</p> <p>1,000 Denier Cordura Outer Cover Material – A durable, abrasion resistant, cut, tear, and water resistant material used for the exterior outer cover of the rifle plate.</p> <p>Design (shape) – Military style shooter’s Cut – An aggressive, military-style, steep angled cut into both top corners of the rifle plate that is more significant than typical slightly clipped corners. Multi-Curvature – The combination of a 14-degree left to right curvature radius with each of the four corners of the plate also making identical additional curves toward the wearer’s body.</p> <p>Design (ballistic performance) – The PROTECH 2113MC-3 Rifle plate has the</p>	

<p>following performance characteristics as documented through a combination of NIJ 0101.06 (ballistic resistance of body armor) compliance testing summary reports, Independent NIJ 0101.06 laboratory testing reports, and internal Safariland ballistic laboratory testing reports:</p> <ul style="list-style-type: none"> - Threat Type – III - 7.62mm 147gr. FMJ (NATO)(M80) – 6 Impacts - Additional Independent NIJ 0101.06 Laboratory Special Threat Testing - 7.62X39MM 123GR. Msc (Mild Steel Core) – 6 Impacts <p>Warranty – 5 years</p>	
<p>Service</p> <ul style="list-style-type: none"> - An authorized and trained person shall take individual measurements for each vest. The representative shall be present for fittings upon delivery of the tactical vest to ensure proper fit and adjustment. - The vendor shall conduct twice weekly fittings for the first two months of the contract to include early morning and late night to accommodate all shifts and all days Monday through Friday. This will be at the discretion of the San Bernardino Police Dept. - The vendor shall have a local distributor (within 30 miles of the SBPD main station) that will be open and available during regular business hours or designate a representative from the vendor to be available to come to the department to perform vest fittings for officers upon the request of the agency. 	

Delivery

- All soft body armor shall be packaged and shipped consistent with good commercial practices. Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag. The soft body armor shall be packed in a suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.
- The vendor shall fulfill delivery within 90 days of ordering

SECTION III.

BID CONTENT AND FORMS

A. **BID FORMAT AND CONTENT**

1. **Presentation**

Bids should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Bids shall contain the following:

- a. identification of Bidder, including name, address and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgment of receipt of all RFQ addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than **120** days from the date of submittal; and
- f. signature of a person authorized to bind Bidder to the terms of the bid.

Bidder may also propose enhancement or procedural or technical innovations to the Technical Specifications which do not materially deviate from the objectives or required content of the project.

2. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFQ, stating “technical” exceptions on the Technical Specifications form, and “contractual” exceptions on a separate sheet of paper. Where Bidder wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these should be thoroughly explained.

3. Qualifications, Related Experience and References of Bidder

This section of the bid should establish the ability of Bidder to satisfactorily perform the required work by reasons of experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client reference.

Bidder shall:

- a. provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- b. describe the firm's experience in performing work of a similar nature to that solicited in this RFQ:
- c. provide, as a minimum, three (3) references from current customers of a similar size as the City as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.

4. Appendices

Information considered by Bidder to be pertinent to this RFQ and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFQ are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. COST AND PRICE FORMS

Bidder shall complete the Cost/Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

Freight terms shall be F.O.B. Destination, Full Freight Allowed, unless otherwise specified on price form.

PRICE FORM

REQUEST FOR RFQ: RFQ F-17-02

DESCRIPTION OF RFQ: Police Officer Ballistic Vests

BUSINESS NAME/ADDRESS: _____

NAME
 AUTHORIZED REPRESENTATIVE _____

TELEPHONE: _____

EMAIL: _____

FAX: _____

Provide pricing that is a Firm Fixed Price

Description	Qty	Firm Fixed Price Per Unit*	Total
Police Officer Ballistic Vests	175		
Swat Vests	5		
Minimal Charge for "oversized" vests	-		
Extra Charge for "oversized" vests	-		
SHIPPING			
8.25% SALES TAX			
Total:			

PRICE LIST (continued)

Are there any other additional or incidental costs, which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No. (circle one). If you answered "Yes", please provide detail of said additional costs:

Please indicate any elements of the Technical Specifications that cannot be met by your firm.

Have you included in your bid all informational items and forms as requested? Yes / No (circle one). If you answered "No", please explain:

This offer shall remain firm for **120** days from RFQ close date.

Terms and conditions as set forth in this RFQ apply to this bid.

Cash discount allowable % _____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFQ. Below, please indicate all Addenda to this RFQ received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received

Addenda No: _____ Received on: _____
Addenda No: _____ Received on: _____
Addenda No: _____ Received on: _____

PRICE LIST (continued)

This bid has been reviewed and found to be correct and final. The undersigned is authorized to providing pricing:

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

Web Address: _____

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

SUBCONTRACTOR'S LIST

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the General Contractor's total bid and will state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if he specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

DIVISION OF WORK OR TRADE	NAME OF FIRM OR CONTRACTOR	LOCATION CITY

Print Name

Signature of Bidder

Company Name: _____

Address: _____

REJECTION OF BIDS

The undersigned agrees that the City of San Bernardino reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids not affected by law, if to do seems to best serve the public interest.

NON - COLLUSION AFFIDAVIT

TO: THE COMMON COUNCIL, CITY OF SAN BERNARDINO

In accordance with Title 23, United States Code, Section 112, the undersigned hereby states, under penalty of perjury:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with **RFQ F-17-02**.

Business Name_____

Business Address_____

Signature of bidder X_____

Place of Residence

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public in and for the County of _____, State of California.

My commission expires _____, 20__.

SECTION IV.

GENERAL SPECIFICATIONS

IV. GENERAL SPECIFICATIONS

1. Each bid shall be in accordance with **Request for Quotes (RFQ) Number F-17-02**. All specifications are minimum. Bidders are expected to meet or exceed these specifications as written. Bidder shall attach to their bid a complete detailed itemization and explanation for each and every deviation or variation from the RFQ specifications and requirements. Conditional bids, or those that take exception to the RFQ specifications and requirements, may be considered non-responsive and may be rejected.
2. The City reserves the right to accept or reject any and all bids and to award a contract to the bidder whom best meets the City's requirements. This may include waiver of minor irregularities or discrepancies, or nonconformity to specifications in appropriate circumstances. Purchase shall be on a best buy basis after due consideration of all relevant factors, including but not limited to, workmanship, accessibility of parts and service, known evidence of manufacturer's responsibility and record, durability and known operational record of product and suitability as well as conformity to City needs and requirements. In all cases the best interest of the City shall prevail in all contract awards.
3. The City of San Bernardino reserves the right to purchase more or less than the quantities specified at unit prices bid.
4. Bids shall be firm offers, subject to acceptance or rejection within **120** days of the opening thereof.
5. Regular dealer. No bidder shall be acceptable who is not a reputable manufacturer or dealer of such items as submitted for bid consideration.
6. All materials, workmanship and finish entering into the construction of the equipment must be of the best of these respective kinds and must conform to the character of the equipment and the service for which it is intended to be used and shall be produced by use of the current manufacturing processes. "Seconds", factory rejects, and substandard goods are not acceptable.
7. Each bidder shall submit with their bid a copy of the proposed product specifications, complete detailed drawings, and other descriptive matter in sufficient detail to clearly describe the equipment, materials and parts offered.
8. Manufacturer and/or Contractor shall defend any and all suits and assume all liability for any and all claims made against the City of San Bernardino, or any of its officials or agents for the use of any patented process, device or article forming a part of equipment or any item furnished under the contract.
9. Each bidder must state in their bid the guaranteed delivery date of product and/or services in number of calendar days from the date of contract execution by the City of San Bernardino, time is of the essence relative to this contract. Contractor shall prosecute the work continuously and diligently and shall deliver the items at the earliest possible date following the award of the contract.
10. Each bidder shall list in their bid all factory, manufacturer's and/or dealer's warranty and/or guarantee coverage and shall submit such written documents evidencing the same attached to the bid.

11. Successful bidder(s) (Contractor) shall furnish and deliver to the City complete equipment as bid and awarded, ready for installation and fully equipped as detailed in these specifications.
12. Price shall be quoted F.O.B. San Bernardino (all transportation charges shall be fully prepaid), and shall include all discounts. Bid shall include California sales tax, where applicable, **(effective January 1, 2013)** computed at the rate of 8.25%, (this will normally be shown as a separate line item on the price form).
13. City shall make payment within thirty (30) days after the complete delivery and acceptance of the specified items by the City of San Bernardino and receipt of the Contractor's priced invoice.
14. All "standard equipment" is included in any bid. Bidders furnishing bids under these specifications shall supply all items advertised as "standard" equipment even if such items are not stipulated in the specifications, unless otherwise clearly accepted in the bid.
15. The items which the bidder proposes to furnish the City must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items have been specifically outlined in these specifications or not.
16. Contractor delivering equipment pursuant to these RFQ specifications shall guarantee that equipment meets specifications as set forth herein. If it is found that equipment delivered does not meet requirements of these specifications the Contractor shall be required to correct the same at their own expense.
17. By submitting a bid, each bidder agrees that in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the City, and that it is, and will be impractical and extremely difficult to, ascertain the actual damage which the City will sustain in the event of and by reason of such delay.
18. In case the delivery of the items under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, the time for delivery may be extended (in the City's sole discretion) by a number of days to be determined in each instance by mutual written agreement between the Contractor and the Purchasing Manager of the City of San Bernardino. The City shall not unreasonably refuse such extension.
19. Contract. Each bid shall be submitted and received with the understanding that acceptance by the City of San Bernardino of bid in response to this solicitation shall constitute a contract between the Contractor and the City. This shall bind the Contractor to furnish and deliver at the price bid and in complete accordance with all provisions of **RFQ No. F-17-02**. In most cases the basis of award will be the City's standard purchase order that may or may not incorporate this solicitation by reference.

20. Prohibited interest. No member, officer, or employee of the City or of any agency of the City during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4(commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.
21. One Document. These specifications, the notice inviting bids, **RFQ F-17-02**, the Contractor's bid, any written agreement executed by the parties, the purchase order and all documents referred to in the complete specifications and purchase order, and all written modifications of said documents shall be construed together as one document. Anything called for in any one of said documents shall be deemed to be required equally as if called for in all. Anything necessary to complete the work properly shall be performed by the contractor, whether specifically set out in the contract or not. All sections of the specifications shall be read as constituting a whole and not as an aggregation of individual parts, and whatever is specified in one section shall be construed as applying to all sections.
22. The City of San Bernardino reserves the right to accept or reject any and all bids.
23. Prompt payment. Each bidder may stipulate in their bid a percentage prompt payment discount to be taken by the City in the event the City makes payment to the Contractor within ten (10) working days of receipt of material and approval of invoice. For the purpose of this provision, payment is deemed to be made on the date of mailing of the City check. **NOTE: prompt payment discounts will only be used during bid evaluation in the case of ties.**
24. Inquiries. Direct all inquiries to Vanessa Slouka at 909-384-5346. Technical questions may be sent via fax to 909-384-5043. The answers to material questions will be provided to all potential bidders.
25. Bid/Price forms. No bid will be acceptable unless prices are submitted on the pricing forms furnished herein, and all required forms are completed and included with bid. Deliver all bids, SIGNED and SEALED, to the Purchasing Division, Finance Department at 300 North "D" Street, 4th Floor, City Hall, San Bernardino, California 92418. **CLEARLY MARK THE RFQ SPECIFICATION TITLE: POLICE OFFICER BALLISTIC VESTS and Number F-17-02 ON THE OUTSIDE OF THE ENVELOPE.**
26. Time. All bids must be received in the Purchasing Division no later than **3:00 PM, PST, February 9, 2017,** where at such time and said place bids will be publicly opened, examined and declared. Any bid may be withdrawn by bidder prior to the above scheduled time for the opening of bids. Any bid received after that time and date specified shall **NOT** be considered.

27. The City of San Bernardino reserves the right at its own discretion to award separate contracts for each category, or to award multiple contracts, or to award one contract for furnishing and delivering of all equipment and/or services in all categories.
28. Equipment. In the purchase of equipment, Contractor shall be required to furnish one (1) OPERATORS MANUAL and one (1) PARTS MANUAL for all equipment bid.
29. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
30. Contractor shall indemnify, defend and hold City, its officers, employees and agents harmless from any claim, demand, liability, suit, judgment or expense (including, without limitation, reasonable costs of defense) arising out of or related to Contractor's performance of this agreement, except that such duty to indemnify, defend and hold harmless shall not apply where injury to person or property is caused by City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City shall be considered as "attorney's fees" for the purposes of this paragraph.
31. While not restricting or limiting the foregoing, during the term of this Agreement, Contractor shall maintain in effect policies of comprehensive public, general, and automobile liability insurance, in the amount of \$1,000,000 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the City's Risk Manager prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten (10) day notification to the City if said policies are terminated or materially altered.
32. ~~FAITHFUL PERFORMANCE BOND/BID BOND. The Contractor will be required to furnish a cashier's check, certified check or faithful performance bond / bid bond made payable to the City of San Bernardino in an amount equal to 100% / 10% of the bid price to insure the contractor's faithful performance of this contract. Said surety shall be subject to the approval of the City of San Bernardino, bonds shall be in accordance with Ordinance No. 821, Section 2400, and the corporation issuing said bond shall have a rating in Best's most recent insurance guide of "A" or better.~~
33. Written contract documents, duly authorized and signed by the appropriate authority, constitute the complete and entire agreement(s) that may result from the RFQ.
34. City may, at its discretion, exercise option year renewals for up to three (3) years, in one-year increments.

35. By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFQ are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.
36. Once the award has been made and prior to the commencement of the job, the City's Municipal Code (M.C. 5.04.005) requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the term of the Agreement.
37. Vendor (Contractor)/ Consultant services agreement(s) (VSA/CSA). A signed vendor/Consultant service agreement may be required between both parties prior to commencement of the job.