



INVITATION FOR SEALED BID

TAC 235E

Description: SOFT BODY ARMOR

Department: POLICE

NIGP Commodity Code(s): 680-08-00-000-0

Total pages including this page is 21

FAXED BIDS WILL NOT BE ACCEPTED

Important Instruction - Read Carefully:

**If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : <http://www.cityoftulsapurchasing.org>**

**you must notify the buyer Laura Blades of your intent to bid by
e-mail lblades@ci.tulsa.ok.us in order to receive addenda. The buyer
will always acknowledge your e-mail for your records. All addenda
will be posted on fax-on-demand and the website.**

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: October 24, 2002

BID NUMBER: TAC 235E

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: October 10, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____ Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 235E

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1.	100 approx.	Soft Body Armor Second Chance Ultima 9 TH Generation	\$ _____	\$ _____

BRAND _____

MANUFACTURER _____

Renewal #1 _____ % increase

Renewal #2 _____ % increase

Any increase listed above will be considered in the award of the bid.

TAC #235E

SOFT BODY ARMOR

POLICE DEPARTMENT

INTENT:

To secure sealed bids for the supply of **Soft Body Armor** for the City of Tulsa on an annual basis.

PERFORMANCE BOND:

The successful bidder will be required to enter into contract with the City of Tulsa within ten (10) days after submission of such and to post a Performance Bond in the amount of **\$2,000.00**. The term of the contract will be one (1) year with two (2) one (1) year renewal options.

GENERAL SPECIFICATIONS:

All Soft Body Armor shall be furnished in custom fitted male and female sizes unless specified otherwise. The successful bidder must have a representative locally to measure each officer to ensure a custom fit.

All merchandise ordered by the City from the successful bidder will be delivered within ninety calendar days from date of order, unless specified otherwise in these conditions.

The successful bidder shall notify the Police Department when the ordered items are available for pickup from the vendor (the contact individual, address and telephone number will be designated at the time of the contract signing.)

The successful bidder shall notify the Police Department, with a copy to City Purchasing as well, of any delays in the required delivery.

The City of Tulsa reserves the right to reject any items which do not comply with these specifications. The successful bidder will be required to furnish for inspection a sample prior to award of any contract.

Each garment will have a label on which is specified the care and maintenance instructions. Warranty information will also be provided by the vendor or manufacturer.

SPECIFICATIONS:

Model: Ultima 9TH Generation

DIMENSIONS:

Each vest to be concealable to maximum degree (full wrap around). Each vest shall be custom fit. The fitting shall be performed by factory trained experts at Tulsa Police Department sites.

Length of above shall be fitted to each officer according to height and girth. Front panel shall have a scoop neck or not less than 2-1/2” in depth.

MINIMUM REQUIREMENTS:

The requirements in this specification describe minimum acceptable standards for concealable body armor for the City of Tulsa Police Department. The intent is to purchase state-of-the art concealable body armor with optimum protection and wearability. All bidders shall adhere strictly to these requirements. Compliance, Warranties, and/or deviations from this specification are to be noted. A complete justification for all deviations is to be furnished in a separate document submitted with the bid package.

GENERAL QUALITY REQUIREMENTS:

All materials are to be clean, brand new and free of any defects. All workmanship is to be of first quality. No defect that might affect the performance, wearability, or durability of the vest will be tolerated. The City of Tulsa Police Department shall have the sole right to determine if this and all other requirements have been met.

PROPERTIES:

<u>NIJ Level</u>	<u>Areal Density</u> <u>Lbs/sq ft</u>	<u>8th Generation</u> <u>Improvement %</u>	<u>Thinness</u>	<u>8th Generation</u> <u>Improvement %</u>
IIA	.49	35%	.13”	35%
II	.60	37%	.16”	36%
IIIA	.77	34%	.20”	36%

The Second Chance **ULTIMA™** IIA will stop the Win. 9mm 127g SXT and 250g .44 mag Black Talon.

BALLISTIC PROPERTIES: NIJ0101.04

<u>“Threat Level”</u>	<u>Bullet Description:</u>	<u>NIJ ‘04’ SPECIFICATION</u>		<u>MIL-STD-662c</u>	
		<u>“Maximum Velocity”</u>		<u>V-50 Ballistic Limit</u>	
		<u>Ft./Sec.</u>	<u>M/Sec.</u>	<u>Ft./Sec.</u>	<u>M/Sec.</u>
IIA	9mm 124 gr FMJ	1090	332	1600	488
	.40 S&W 180 gr FMJ	1020	311	1607	490
	**357 Mag 158gr SJSP (Not an NIJ 04 requirement)			1607	490
II	9mm 124gr FMJ	1175	358	1717	523
	.357 Mag 158gr SJSP	1400	427	1690	515
IIIA	9mm 124 gr FMJ	1400	427	1808	551
	.44 Mag 240gr JHP	1400	427	1682	512

RELATIVE PERFORMANCE INDEX:

Recognizing that ballistic V50 levels are partially a function of weight, while at the same time recognizing unique ballistic fabric efficiency differences, it is proposed that the vests submitted meet the following Relative Performance Index results. The relative performance index is the numerical index found by dividing the v50 by the areal density of the fabric on a pounds per square foot basis. The following numbers must be equaled.

<u>“Threat Level”</u>	<u>Bullet Description:</u>	<u>V50</u>	<u>Relative</u>
		<u>Velocity</u>	<u>Performance</u>
		<u>Ft./Sec.</u>	<u>Index</u>
IIA	9mm 124 gr FMJ	1600	3636
	.40 S&W 180gr FMJ	1607	3652
	**357 Mag 158gr SJSP (Not an NIJ 04 requirement)	1607	3652
II	9mm 124 gr FMJ	1717	3240
	.357 Mag 158gr JSP	1690	3189
IIIA	9mm 124gr FMJ	1808	2699
	.44 Mag 240gr SWC-GC	1682	2510

NIJ-STD-0101.04 CERTIFICATION:

Both male and female vest design "Models" must have been separately tested by the voluntary National Institute of Justice NIJ-STD-0101.04. "Ballistic Resistance of Personal Body Armor: (September 2000)". Both male and female vest design "Models" must have been separately certified by the National Institute of Justice as providing multiple hit protection from the Threat Level IIA ballistic threats shown above.

V-50 BALLISTIC LIMIT TESTING:

Concurrent with the satisfactory NIJ certification test, both male and female Models must also have been "benchmark" tested for V-50 Ballistic Limit so that a scientific V-50 performance level correlating with each successful NIJ certification test can be established. The test method specified is MIL-STD-662e, modified by use of Roma-Plastilina #1 clay backing material and the same handgun bullets utilized for the above certification tests. Subsequent test results must remain within the +/- 6% normal statistical variation for V-50 testing.

AGENCY TESTING:

V-50 tests have been proven to related directly to handgun bullet stopping power and have a high degree of consistency and reproduceability. The Agency reserves the right to conduct random acceptance testing on old, used vest utilizing the consistent, scientific V-50 test method. The agency will pay for all samples and testing costs.

PRODUCT CONSISTENCY:

FIBER AND FABRIC PROPERTIES:

Each lot's critical fiber properties (denier, # of filaments, fiber type, tenacity, and elongation at break) must have been certified by the fiber manufacturer. Each lot's critical fabric properties (weave, warp and fill ends/inch, basis weight, thickness, yarn and fabric tensile properties, 9mm and 357 Mag. V-50's) must have been certified by the fabric manufacturer.

MANUFACTURER PROPERTY CHECKS:

The vest manufacturer must also re-check critical fabric properties (fiber and fabric property certifications, weave type, warp and fill ends/inch, basis weight, and 9mm and 357 Mag. penetration resistance) of each shipment received prior to its use I the manufacture of ballistic vests.

PRODUCT CONSISTENCY:

The manufacturer must warrant that all shipments of each certified model will be identical in design and construction to that which was originally certified. The manufacturer and NIJ must have retained samples from the original certification for

verification and/or inspection. No substitutions will be allowed without the prior written approval of the City of Tulsa Police Department.

Bidder Understands and So Warrants the manufacturer must warrant that the NIJ certified model will continue to perform at its established V-50 Ballistic Limit Levels, as demonstrated by independent laboratory tests, within a normal variation of +/-6%, throughout the five year service life of the vest. All vests must be serialized, 100% inspected and traceable. All procedures and quality data must be available to the City of Tulsa Police Department of inspection on request.

Bidder Understands and So Warrants the manufacturer must allow unannounced plant and data inspections if the City of Tulsa wishes to conduct them, at any time during or after the production of the City's vests. (Note: All City of Tulsa plant visits and/or ballistic tests will be paid for by the City of Tulsa).

DESIGN REQUIREMENTS:

The concealable soft body armor described herein is intended for primary use as an undergarment.

GENERAL:

It must provide maximum practical protective coverage for male and female officers for everyday wear. However, it must not bind or constrict user mobility or wearability. It must be concealable under a uniform shirt. Specified thickness, flexibility, weight and fit requirements as intended to maximize every day wear. **Any deviation from he specifications shown herein must not detract form wearability, concealability or durability.**

BALLISTIC MATERIAL:

The ballistic materials used to manufacture these vests must be primarily (over 90% by weight) a "ninth generation*" material such as **ZYLOFLEX™ IX with SimuLITE™ Technology**. Each layer must weigh no more than 3.2 ounces/yd.² and no full layer may have any coatings that might restrict flexibility or moisture vapor breathability. **No reinforced plastics on non-woven ballistic fabrics will be permitted.** By way of definition, ballistic nylon is considered to be the first generation ballistic material, Kevlar®, Kevlar® 29, Twaron® and Spectra® fabric, the second generation, and Kevlar® 129, Twaron® CT Microfilament, Spectra-Shield®, Spectra-Flex®, GoldShield® and GoldFlex® the third generation, Araflex IV fourth generation, Araflex®V fifth generation, Tri-Flex™ sixth generation, Zyloflex™ VII seventh generation, Zyloflex™ VIII eighth generation, Zyloflex™ IX with SimuLite™ technology ninth generation.

BALLISTIC PANELS:

The ballistic panels shall be constructed as follows:

<u>Threat Level</u>	Maximum Area Density		Maximum Thickness	
	<u>Lbs./ft²</u>	<u>Kgm./M²</u>	<u>Inches</u>	<u>Centimeters</u>
IIA	.44	2.2	.12	.30
II	.53	2.6	.15	.38
IIIA	.67	3.3	.18	.46

The ballistic panel must be soft, flexible and readily conformable to the body. It must be stitched together in such a way that it remains extremely flexible. **To prevent unnecessary stiffness, no quilt, diamond or box stitching through the entire panel will be allowed.**

BALLISTIC PANEL COVERS:

Each ballistic panel shall be permanently covered with a moisture-vapor breathable, waterproof material weighing no more than 4 oz/yd² such as **Millennium Gold GORE-TEX COMFORT COOL™** ballistic pad cover. Said cover must also prevent body oils, fuels, cosmetics, insect repellents and food substances from contaminating the ballistic panel and/or compromising the water-proof properties of the cover. Laboratory certification data of the below minimum performance levels is required. The testing laboratory must be listed on the U.S. Government Qualified Labs List for performance of the below tests:

<u>TEST</u>	<u>REQUIREMENT:</u>	<u>TEST METHOD:</u>
<u>Moisture Vapor Transmission</u>	<u>600mg/M²24 hr. Procedure B</u> <u>4600gm/M²/24 hr. Procedure</u> <u>BW</u>	ASTM E96-95 1/ ASTM E96-95 2/
Water Permeability Initial	No Leakage	BS3424:Part 26:1990 Method 29A 3/
After DEET Insect Repellent	No Leakage	BS 33424: Part 26:1990 Method 29A 4/
After Synthetic Perspiration	No Leakage	BS 33424: Part 26:1990 Method 29A 5/

BALLISTIC VEST CARRIER:

Each vest shall be supplied with two (2) green in color six point MAC X (multi adjustable carrier). The MAC X carrier face shall be constructed of 2.7 oz/yd² 75Dx75D breathable Micro-fiber on the upper carrier region and 1,000 cycle, low pile Loop #3610 Velcro® on the lower carrier region. The carrier, body side, is to be Climatron - EMS™ oz/yd² (122 gm/m²) Thermo regulating open mesh knit to maximize moisture-wicking, evaporation and temperature management. The carrier must have two stealth plate pockets so that the wearer has the option of using either a standard 5" X 8" (13 cm X 20 cm) or an optional 7" X 10" (18 cm X 25 cm) armor plate and a rear hidden closure system for concealability.

SPINE/STERNUM PROTECTION:

Each level IIA vest must have an additional 4: wide vertical "Soft Core" protective strip incorporated into the center and middle of each vest panel. Each strip must contain 4-layers of 840 Denier, 31 x 31, 6.8 oz/sq. yd. Kevlar 129 or Twaron CT Microfilament. The design must have been certified with these strips.

ARMOR PLATE:

A standard removable 5" x 8" (13 cm x 20 cm) ARMOR-PACS™ plates and/or trauma Pacs plates are to be available. Soft Armor-Pacs™ are to include Zyloflex™ VIII Armor Pacs (ZAP), Tri-Flex™ Armor Pacs (TAP), Monarch® Armor Pacs (MAP), and Featherlite™ Armor Pacs (FAP). Soft Armor-Pacs™ are also to be available in 7" x 10" (18x25cm).

Hard armor plates are to include the optional K-30 steel plate and the T-15 titanium plate. The K-30 armor plate must be made from .125" (.32 cm) steel and wrapped with aramid fabric to resist ricochet and spall. When placed in front of the ballistic panel, the plate and panel must be capable of stopping .30 Cal. Carabines, steel core 9mm's, shotgun slugs, KTW handgun bullets, and the 7.62X25 Tokarev. It must also be available in 7 X 10" (18x25cm)

The optional T-15™ titanium armor plate must be made from .06" (.15 cm) titanium and wrapped with aramid fabric to resist ricochet and spall. When placed in front of the ballistic panel, the plate and panel must be capable of stopping steel core 9mm's, shotgun slugs, KTW handgun bullets, and the 7.62X25 Tokarev. It must also be available in 7" X 10" (18x25cm).

TRAUMA PACS AND PLATES:

The optional LST Stainless steel trauma plates wrapped in aramid fabric has no ballistic requirement. The optional SpectraShield trauma pac (STS™) will contain 30 plies and have no ballistic requirement. The optional GoldFlex trauma pac (GFX™) will contain 15 plies and have no ballistic requirement. These trauma plates/pacs are to be available in 5" X 8" (13x20cm).

LABELS:

Each ballistic panel shall have a label that contains the manufacturer's name, Threat Level, Size, Model, Lot and Serial numbers, Date of Manufacture, Strike Face, Care Instructions, Certifications of Compliance, and required warnings on vest limitations. Each ballistic vest also must contain a concealed label to enable future tracing of the panel by model, serial and lot number, and date of manufacture.

CUSTOM FIT:

Each vest must be custom fit and made to measurements. All measurements must be performed by factory trained personnel and measurement will be conducted in accordance with a schedule specified by the City of Tulsa Police Department.

PERFORMANCE WARRANTY:

Assuming normal use and lack of abuse, field ballistic performance to specified threat level must be warranted for five years from date of original purchase. Assuming normal use of lack of abuse, dry laboratory V-50 Ballistic Limit must be warranted for five years from date of manufacture.

OUTER CARRIERS:

Must be guaranteed against defects in workmanship for eighteen months from date of purchase.

INITIAL FIT:

Of custom-measured vests must be guaranteed to fit satisfactorily on delivery. Bidder and/or manufacturer must agree to provide alterations or replacement free, until the wearer is satisfied. This includes initial fit of both male and female vests. **Note: Officer must request alterations within two (2) weeks of issue and not mark on vest or carrier prior to satisfaction of fit.**

PACKAGING:

Each vest must be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box.

LABELS:

Each vest shall bear a label stating:

1. Name of manufacturer
2. Level of ballistic protection
3. Size
4. Lot number
5. Date of manufacturer
6. Model number
7. Strike face
8. Serial number
9. Care instructions

PACKAGING:

Each vest shall be packaged individually in a plastic bag and labeled with each officer's name.

PRICING:

The prices bid will be offered to the City of Tulsa Police Department and to any sworn police officer attempting to obtain replacement items.

Price adjustment at contract renewal:

In the event of price adjustment, the successful bidder shall notify the City (in writing) within sixty (60) days prior to expiration of each contract period of such adjustments. Escalation and de-escalation or prices shall be in effect for the two (2) one (1) year renewal options and any escalation and de-escalation will be based on the consumer price index.

Quantities called out in this bid are approximate and the city does not guarantee quantities.

BIDDER'S AFFIDAVIT:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

DELIVERY:

Delivery time must be stated in days in the appropriate spaces of the cover sheet. Indefinite terms such as "promptly", "without delay", etc., will not be given consideration. Failure to indicate delivery time may be cause for rejection of the bid.

AMERICANS WITH DISABILITIES ACT:

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;

- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

The City of Tulsa has adopted Second Chance Body Armor as the standard for the City of Tulsa. Only bids for Second Chance Body Armor will be considered. The City of Tulsa shall have the right to choose the body armor as they feel is in the best interest for the officers safety.

Any purchase order or contract resulting from this Invitation for Sealed Bids number TAC 235E in which any officer or employee of the City of Tulsa is financially interested, directly or indirectly, shall be void; provided however, that, subject to the provisions of the Charter of the City of Tulsa, the Mayor, in any given case may, after examination of all the facts and circumstances, enter into binding contracts with employees where the City will receive extraordinary benefits by virtue of such contract. Bidders are responsible for identifying such extraordinary benefits.

PRICE ADJUSTMENT OPTION:

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract.** Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

SECOND CHANCE
TECHNICAL SPECIFICATION

ULTIMA™ 9th Generation

Level IIA++SC

Concealable Armor

Model Number	*SMIU-IIA++SC 105130
Ballistic Material	100% ZYLOFLEX™ VOOO Zylon PBO with SimuLITE™ technology
Pad Cover	GORE-TEX® ComfortCool™ Millennium Gold Waterproof, Breathable, Oleophobic
NIJ Level	*IIA with Soft Core
Weight	7.04 oz/ft² .44 lbs/ft²
Thickness	.12 inches
Coverage Size Large	459.52 Sq. in²
V-50 9mm	1600 ft/sec
V-50 40 S&W	1607 ft/sec
Certification Backface Avg 9mm	28.5mm
Certification Backface Avg 40 S&W	36 mm
RPI 9mm	3636
RPI 40 S&W	3652