

PUBLISH: February 5 and February 12, 2010

BID REQUEST NO. 10-0008

NOTICE TO BIDDERS

The City of Sioux Falls, SD, requests formal bids for Ballistic Vests.

Sealed bids shall be received by Purchasing, 3rd Floor, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., February 18, 2010. **Bids shall be publicly opened and read in City Hall, 1st Floor, at 2:15 p.m.**

Specifications and bid forms that must be used are available from Purchasing at the above address or at www.siouxfalls.org/business. Cite Bid Request No. 10-0008.

The City of Sioux Falls reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of Sioux Falls, SD.

**Supplies, Equipment, Materials, or Services
Instructions to Bidders**

1. **Purpose:** The purpose of this request is to provide the City of Sioux Falls with a contract for the purchase of supplies, equipment, material, or services as specified herein.
2. **Contract Period:** The contract period shall be from date of award through January 31, 2011, with an option to extend for one additional year.
3. **F.O.B. Point:** All prices quoted are to be F.O.B. Destination, City of Sioux Falls, Sioux Falls, South Dakota.
4. **Completing the Bid Form:** All bids must be made on the bid forms provided by the City. Information shall be typed or printed in ink. Erasures and/or corrections must be initialed by the preparer. Each bid must be signed in ink by the bidder or authorized officer.
5. **Quality and Brand:** The specifications included herein are the minimum specifications for each product. Bidder shall indicate brand names of products to be supplied. Any material delivered that does not meet or exceed the specifications as awarded will be rejected.
6. **Alternate Products:** Bids are invited on products equal or superior to the minimum specifications set out herein. Complete product literature must be provided for any alternates proposed. The City shall determine the suitability of any proposed alternates.
7. **Price Discrepancies:** Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price.
8. **Local Preference:** By virtue of statutory authority, preference will be given to materials, products, and supplies found or produced within the State of South Dakota. Bidders residing in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference.
9. **Conflicting federal rules govern on subsidized projects.** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge or governing use and payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.

10. **Envelope:** Each bid must be sealed and submitted in or under cover of the envelope provided herewith. All bids must be identified with the bid number and date of opening to be considered as a valid bid. Any bid submitted in other than the provided envelope may be subject to being opened prior to or after the public bid opening. Any bid so opened shall be rejected and returned to the bidder without further consideration for award. Descriptive literature, if required, may be submitted in the provided envelope or a separate envelope. If in a separate envelope, the lower left corner of that envelope shall be identified as "Literature for Bid Request" and the Bid Request number. No prices shall be quoted on the literature.
11. **Bid Guaranty:** Each bid of \$25,000 or greater must be accompanied by a bid bond, certified check, cashier's check, or bank draft in the amount of \$500. All bid guaranties shall be made payable to the City of Sioux Falls. Bonds shall be issued by a surety authorized to do business in this state. Checks shall be certified or issued by a State or National Bank. Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. **Bid guaranties other than those mentioned will not be accepted by the City of Sioux Falls.** Bid guaranty of the successful bidder shall be retained until the contract is executed and a performance guaranty (if applicable) has been submitted. Should a successful bidder fail to enter into contract, the bid guaranty shall be forfeited to the City to compensate the administrative expenses of making a re-award or issuing a new request.
12. **Method of Award:** This request will be awarded to the lowest total responsive and responsible bidder meeting specifications. (All items must be bid.) The City of Sioux Falls reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the City.
13. **Quantities:** The quantity indicated for each item in the specifications is estimated only, and the City reserves the right to order less or more as dictated by actual needs.
14. **Firm Prices:** Unit prices awarded shall remain firm for the entire contract period.
15. **Orders, Invoices, and Payments:** Purchase orders or government procurement cards will be issued/used at time of award and/or throughout the contract period for actual quantities ordered. Invoices or packing slips shall be submitted to the bill to address indicated on each order. Payments shall be processed upon receipt of correct invoice (or normal procurement card process) after receipt and acceptance of each delivery.
16. **Questions:** All questions shall be directed to Purchasing, Third Floor, City Hall, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, South Dakota 57117-7402; telephone (605) 367-8013. If the Purchasing Manager deems it of general interest, the answer shall be issued in written addendum to each vendor that has been sent a bid request.

17. **Withdrawal of Bids:** A bid may be withdrawn by the bidder by letter, telegram, facsimile, or in person before the time set for the opening of bids. No bid shall be withdrawn for a period of 30 (thirty) days after the bid opening.
18. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.
19. **Proposal as Contract:** If awarded this request, the bidder's signature on the proposal shall be deemed the same as his/her signature on the contract and when countersigned by the Mayor shall become a binding contract to furnish the proposed and awarded item(s).
20. **Bid Results:** Results of bid openings on Thursday will be available at noon on the following Tuesday from the Purchasing Office. After an award has been made and signed by the Mayor, all bid proposals and related information will be on file in Purchasing for public review. All formal and informal notifications of bid awards will be done by Purchasing. **Bid results are available via the Internet at www.siouxfalls.org/business.**
21. **Nonappropriation of Funds:** In the event funds are not budgeted or appropriated for any fiscal year, purchase under this contract shall impose no obligation on the City of Sioux Falls and shall become null and void except as to the purchases agreed upon for which funds have been appropriated or budgeted, and no right of action or damage shall accrue to the benefit of the bidder/contractor, its successors, or assignees, for any further payments.
22. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Purchasing Office during normal business hours, within seven calendar days of the date the Mayor signed the bid award document.
23. **Addendum:** Changes to the specifications of bid will be issued by addendum and sent to vendors on the bidder's list. If a bidder downloads from the City of Sioux Falls webpage, it is the bidder's responsibility to visit the City's Notice to Bidders webpage prior to the opening date to download any addendum(s) issued. The bidder shall deliver the addendum to the City of Sioux Falls Purchasing Office per the instructions on the document. The addendums can be found by visiting <http://www.siouxfalls.org/business.aspx> and clicking on the bid request.

Civil Rights Requirements

- (a) With respect to any and all business conducted or acts performed pursuant to this contract, contractor shall be deemed an employer within the meaning of Chapter 21 1/2 of the Ordinances of the City of Sioux Falls entitled "Human Relations" and shall be subject to the provisions of such chapter.
- (b) In the event contractor fails to perform the aforesaid contractual provisions, this contract may forthwith be terminated and canceled in whole or in part by the City; and said contractor shall be liable for any costs or expense incurred by City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract if terminated or canceled.
- (c) Should the Human Relations Commission in a proceeding brought as provided in Chapter 21 1/2 of the Code of Ordinances find that the said contractor has engaged in discrimination in connection with this contract and issue a cease and desist order with respect thereto, the City shall withhold up to fifteen percent (15%) of the contract price until such time as the Commission's order has been complied with or the contractor has been adjudicated not guilty of such discrimination.
- (d) Contractor will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Human Relations Commission, its agencies or representatives to ascertain compliance with the provisions of Chapter 21 1/2 of the Sioux Falls Code of Ordinances applicable to said contractor.
- (e) This section shall be binding on all of the subcontractors and/or suppliers of contractor.

Special Instructions

All sealed bids must be received by Purchasing, Third Floor, City Hall, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402, NO later than 2 p.m. on the date of opening.

Bids received after 2 p.m. or at a location other than Purchasing, will not be accepted. Bids will be publicly opened and read in the City Council Room at **2:15 p.m.**

Receipts will be issued for hand-delivered bids. Bids delivered by Federal Express, U.S. Mail, etc., will be receipted as they arrive in Budgeting/Purchasing.

Brand Name or Equal

Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

The evaluation of bids and determination as to equality of the products shall be the responsibility of the City and will be based on information furnished by the bidder or identified in his bid, as well as other information reasonably available to the City.

Special Conditions

Terms and Extension:

Contracts will remain in force for the term specified and all articles ordered before the date of termination shall have been satisfactorily delivered and accepted unless:

- a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities.
- b. Extended upon written authorization of the City and accepted by vendor to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.
- c. Option to extend is offered as follows: It is agreed that the City will have the option to extend a contract for a period not to exceed one year. Notice shall be given by the City to the vendor at least 30 days prior to the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.

Escalator Clause

Price increases will not be considered until the contract has been in effect for one year.

If an option to extend the contract is offered for an additional year, the vendor may request a price escalation for that additional year. Requests for price escalation must be supported by dated manufacturer's printed price sheets or similar documentary evidence. This evidence must be presented to the Purchasing Division prior to the option to extend being signed by the Mayor. If approved, will become effective 30 days thereafter.

**City of Sioux Falls
Sioux Falls Police Department
320 West Fourth Street
Sioux Falls, SD 57104-2413**

**General Specifications
Ballistic Vests for Police Officers
Bid Request No. 10-0008**

General:

The City of Sioux Falls is soliciting bids for Ballistic Vests for City Police Officers.

Minimum Specifications:

Vest:

The ballistic vest shall be a high-performance, lightweight vest with a minimum Threat Level II protection. The vest shall have a carrier, standard size trauma plate and an additional 8-inch x 10-inch soft trauma plate included with each vest.

The ballistic vest shall meet Ballistic Resistance of Body Armor NIJ Standard 0101.06. The vendor must provide documentation demonstrating compliance to NIJ 0101.06 with their bid submission. Failure to provide documentation may result in the bid being disqualified from further consideration.

Vest Construction:

The vest shall be made of a moisture-wicking inner material.

The vest shall be constructed with zero-drag, soil-resistant microfiber outer surface that reduces bunching and pulling under the uniform shirt.

The vest shall have an integrated carrier design to provide comprehensive coverage.

The vest shall have four (4) removable Velcro 2-inch waist straps.

Vest shall not contain any amount of Zylon.

Comply Does Not Comply

Deviation from Specifications: _____

Sizing and Delivery:

The successful bidder will be required to provide measuring, sizing, and tailor each employee’s vest at the Law Enforcement Center or local retail outlet for each order placed with the successful vendor.

All deliveries shall be made within 30 days of the receipt of the order.

Vendor must pay all shipping charges on orders returned to the manufacturer.

Shipping shall be included on all orders of \$50 or more.

Colors:

Black, white, and navy.

Comply Does Not Comply

Deviation from Specifications: _____

Each bidder shall include one (1) sample vest with their bid for City personnel to evaluate. The following measurements must be used to supply the appropriately sized vest. The sample vest will not be returned upon completion of the review period.

The bidder shall provide sufficient current literature and specifications to enable City personnel to evaluate the acceptability of any alternate equipment.

No such items shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid, using “Comply” or “Does Not Comply.”

Unless otherwise stated, the use of the manufacturer’s name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish; otherwise, it is fully understood that they shall furnish all items as stated.

For questions concerning these specifications, please contact:

Kara Scherbring
Purchasing Specialist
605-367-8832

BID REQUEST NO. 10-0008
 SPECIFICATIONS/BID FORM
 SUPPLIES/MATERIALS/SERVICES

BID FORM AND CONTRACT

The undersigned shall, if awarded this contract, furnish to the City of Sioux Falls, South Dakota, the following items in accordance with the conditions, specifications, and requirements as set out in the bid request and this response.

Item No.	Item Description	Quantity	Price	Extended Price
1	Balistic Vests (per specifications)	40	\$ _____	\$ _____
			Total Bid Price	\$ _____

Delivery Days ARO _____

If awarded this request, the bidder's signature on this bid form and contract is the bidder's contractual signature and when countersigned by the Mayor and delivered to the successful bidder shall become a binding contract to furnish the awarded item(s). The City's acceptance is conditioned upon the resolution of any subsequent protest to the bid award.

Signature of Bidder _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Telephone _____ FAX _____

Federal Tax ID No. _____ Security Enclosed: _____

South Dakota Sales Tax Permit No. _____

Accepted by the City of Sioux Falls,

Information Only

 Dave Munson, Mayor

ATTEST:

 City Clerk

Our company accepts government procurement cards

Our company does not accept government procurement cards