



## REQUEST FOR BID

Department of Administration  
Purchasing Division

**BID NUMBER**

#110068

**RFB TITLE**

Body Armor

**PURPOSE**

The purpose of this RFB is to solicit bids from responsive and responsible bidders to supply and deliver new **body armor**. Complete description and technical specifications are included.

**DEADLINE FOR  
BID SUBMISSIONS**

**2:00 P.M. Central Time**  
**July 14, 2010**

Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected

**SUBMIT BID TO  
THIS ADDRESS**

DANE COUNTY PURCHASING DIVISION  
ROOM 425 CITY COUNTY BUILDING  
210 MARTIN LUTHER KING JR BLVD  
MADISON, WI 53703-3345

**REQUIRED BID  
COPIES**

Bidders must submit one (1) original and ( 1 ) copy.

**PLEASE DIRECT  
ALL INQUIRES TO**

**NAME** Carolyn Clow

**TITLE** Purchasing Agent

**PHONE #** 608/266-4966

**FAX #** 608/266-4425

**EMAIL** [clow@co.dane.wi.us](mailto:clow@co.dane.wi.us)

**WEB SITE** [www.danepurchasing.com](http://www.danepurchasing.com)

### THIS RFB IS COMPRISED OF:

Part 1- General Guidelines & Information

Part 2 - Bid Forms

Part 3- Detailed Specifications

### RESPONSE CHECKLIST:

- Signed Affidavit – Completed Bid Forms
- Submit one original and required bid copies
- Label the lower corner of your bid with the Bid number

**DATE BID ISSUED:** June 21, 2010

## Part 1- General Guidelines and Information

### 1. Introduction

Dane County invites and will accept bids for item(s) outlined in Part 3 Detail Specifications. The County as represented by Purchasing Division, intends to use the results of this process to purchase item(s).

### 2. Clarification/Questions:

Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered. All inquiries must be directed to the person indicated on the cover page.

### 3. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at [www.danepurchasing.com](http://www.danepurchasing.com). Bidders are reminded to regularly monitor the web site for any such postings. Bidders must acknowledge the receipt/review of any addendum(s) on the bottom of the Signature Affidavit.

The Purchasing Division has the sole authority for modifications of this specifications and or bid.

### 4. Vendor Registration Program:

**All bidders wishing to submit a bid/proposal must be a paid registered vendor with Dane County.** Prior to the bid opening, you can complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com) or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

### 5. Acceptance:

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

### 6. Payment Terms And Invoicing:

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

**State Sale Tax/Federal Excise Tax:** Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

**7. Delivery**

Quote price FOB destination. Price must include shipping. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense.

**8. Award:**

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

**9. Ordering/Acceptance:**

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid.

**10. Government Standards**

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

**11. Warranty**

The length, time, and conditions of warranty must be attached to or stated in the bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency.

Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of bid or otherwise specified.

## STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

DCO CHS 19.25 Rev. 07/07

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices

shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed

as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of

the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not  
BID NO. 110068

relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain

adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year

after the first violation is found and for a period of three (3) years after a second violation is found.

- 28.02 Bidders are exempt from the above requirements if:
- The maximum value of services to be provided is less than \$5,000;
  - The bid involves only the sale of goods to the County;
  - The bid is for professional services;
  - The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
  - The bidder is a school district, a municipality, or other unit of government;
  - The service to be provided is residential services at an established per bed rate;
  - The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - The bidder is an individual providing services to a family member; or
  - The bidder's employees are student interns.

28.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

<b>BIDDER COVER PAGE SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

**Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

**VENDOR REGISTRATION CERTIFICATION**

**Per Dane County Ordinance, Section 62.15, “Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20.”**

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com). You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

**CERTIFICATION**

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # \_\_\_\_\_

Paid until \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

PRICE PROPOSAL	
NAME OF FIRM:	

**Company Name** \_\_\_\_\_

You may bid on either or both options. After reviewing prices and sample vests, the DCSO will purchase either the 1.18 or the .89 lb./sq.ft. vests, not both. Comfort and fit of the vests, and availability of fitting assistance will be considered as well as cost in determining which vests to purchase.

Total delivered price for male vest, max. 1.18 lbs./sq.ft., per specifications: \$ \_\_\_\_\_  
(Threat Level II, including trauma plate)

Brand/model #: \_\_\_\_\_

As above, female vest: \$ \_\_\_\_\_

Brand/model #: \_\_\_\_\_

Total delivered price for male vest, max. .89 lbs./sq.ft., per specifications: \$ \_\_\_\_\_  
(Threat Level II, including trauma plate)

Brand/model #: \_\_\_\_\_

As above, female vest: \$ \_\_\_\_\_

Brand/model #: \_\_\_\_\_

Optional price for second trauma plate: \$ \_\_\_\_\_

Optional price for Level IIIA upgrade from .89 lbs./sq.ft. vest, max 1.15 lbs./sq.ft. per specifications: \$ \_\_\_\_\_

DCSO will purchase level II vests and one trauma plate. Deputies will have the option of purchasing an additional trauma plate or upgrading to level IIIA and paying the additional cost on their own. Based on past orders an estimated 14% of deputies have requested the level IIIA upgrade.

Above pricing shall be firm for one year from date of award. Above pricing reflects \_\_\_\_\_% discount from manufacturer's list price. This percentage discount will be fixed for the term of the contract. Include current list price sheet and descriptive literature with bid.

Percentage discount for misc. accessories: \_\_\_\_\_%

Name and phone number of sales representative who will assist with fittings:

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Sales Tax

Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec.State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

Payment terms: Net 30

Quote/Bid price delivered FOB Destination To:

Dane County Sheriff's Office  
115 W. Doty St.  
Madison WI 53703

**VENDOR REGISTRATION PROGRAM**

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Complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com). You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

**CERTIFICATION**

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # \_\_\_\_\_

Paid until \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**FAIR LABOR PRACTICES CERTIFICATION**  
Dane County Ordinance 25.11(28)

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLICANT has: (Check One)

\_\_\_\_\_ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

\_\_\_\_\_ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**NOTE: You can find information regarding the violations described above at:**  
[www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

**For Reference Dane County Ord. 28.11 (28) is as follows:**

**(28) BIDDER RESPONSIBILITY. (a)** Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

**Technical Specifications**

Dane County as represented by the Purchasing Division will accept bids for the purchase of body armor as described further in this document.

The intended user agency is the Dane County Sheriff's Office.

The specifications below describe an acceptable unit(s) /item(s). Minor variations in specification may be accepted if, in the opinion of County staff, they do not adversely affect the quality, maintenance or performance of the items). Dane County reserves the right to accept or reject any and all bids, to waive informalities and to choose the bid that best meets the specifications and needs of the County.

**1. PURPOSE**

This product specification details the style and quality of concealable body armor vests intended for use by sworn members of the Dane County Sheriff's Office (DCSO). The vests shall be lightweight and flexible so they may be worn comfortably while being concealed under a shirt. All vests submitted by vendors shall provide protection against labeled projectile penetration while reducing blunt trauma to acceptable levels.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the current NIJ Standard 0101.06 requirements for Type II armor shall be submitted under this specification, **no exceptions**.

**2. CONTRACT TERM**

The contract shall be for one year, with four possible one-year extensions, if agreeable to both parties.

**3. PRICING**

The initial pricing shall be firm for a period of 12 months from the date of award. A percentage discount from the manufacturer's list price shall be established, which shall be fixed for the length of the contract. Prices listed shall be all inclusive, including any shipping or other miscellaneous charges. A percentage discount shall also be included for accessories offered by the manufacturer

**4. QUANTITIES**

It is estimated that the Dane County Sheriff's Office will order 40-60 vests each year of the contract.

**5. ORDERING**

The entire order will not be placed at one time. It is estimated that approximately 30 vests will be ordered initially. Body armor will then be ordered on an as-needed basis (new hires, replacement vests, etc). A representative from the vendor shall custom fit armor at sites chosen by the DCSO. The DCSO will attempt to group orders whenever possible. The vendor must respond to requests for sizing/ordering assistance within ten days of notification. If a vest does

not fit properly upon delivery, the vendor shall provide a properly fitting vest at no additional cost to the County.

## **6. DELIVERY**

Delivery shall be within 45 days of order date.

## **7. SAMPLE VEST**

One male and one female sample of the personal body armor being submitted for consideration and wear testing must accompany the bid. If submitting multiple bids, include two samples for each type of personal body armor for which you are submitting a bid. The samples should include a vest to fit a male who is 6' tall and weighs 180 lbs., and a vest to fit a female 5'6 tall and 160 lbs, bust size 38-42 R. Samples provided by unsuccessful bidders will be returned at bidders expense upon request following contract award.

## **8. SPECIFICATIONS**

The Dane County Sheriff's Office requires body armor that provides current NIJ Standard 0101.06 Threat Level II protection while being lightweight, flexible and available in both male and female sizes. The objective of this bid is to acquire state-of-the-art armor, which will be worn consistently day after day, and in all seasons and weather conditions.

## **9. DESIGN**

The body armor must provide protection for both the front torso and back area and should be of the "full wrap" design. There should be no more than a 1/2" gap between the front and back panels when properly sized and adjusted. The gap should be towards the rear of the wearer's side to provide as much front and side protection as possible. The vest should be a "scooped-neck slipover style" so that the vest is not blatantly visible when worn with an open collar style shirt. The vest/carrier shall also include a pocket for a front trauma plate as well an optional pocket for a rear plate.

Minor variations from the design specification may be acceptable if, in the opinion of the Sheriff's Office, the body armor is of sufficient quality, comfort and performance. Vendors must have a means with which to provide on-site sizing as well as other assistance as needed.

## **10. BALLISTIC PACKAGE**

Each front and back ballistic panel shall be constructed of multiple layers of a premium material providing a minimum of NIJ Standard 0101.06 Level II protection. Panels shall have a uniform number of layers throughout and should not exceed a maximum weight of approximately .89 lbs per square foot. Also quote prices for vests with a maximum weight of 1.18 lbs. per square foot. Each female vest shall be engineered to accept bust cup sizes from A-DD dependent upon the specific measurements of the wearer.

The front ballistic panel must be of appropriate size so the panel does not "push up into the throat" when the wearer is seated. The front panel should rest no higher than 1" from the top of highest worn belt when standing, and no lower than top of the highest worn belt when seated. The back ballistic panel shall cover the back of the torso extending from just above the wearers shoulder blades down to the top of the wearers belt when seated without pushing upward.

Examples of acceptable ballistic panel material include: KEVLAR, SPECTRA SHIELD, SPECTRA SHIELD PLUS, SPECTRA SHIELD PLUS FLEX, SPECTRA FLEX, SPECTRA FABRIC, GOLD FLEX, and QUADRALINK or equal. **May not contain the ballistic material Zylon.**

**Each bidder shall submit V-50 test reports for the vest being offered.** The V-50 test shall be performed in accordance with MIL-STD-662F using NIJ standard 0101.06 test projectiles. The projectiles used shall be specified in the report.

**Bid submissions which do not include the required V-50 reports may be rejected.**

#### **11. CARRIER/COVER**

The ballistic panels shall be removable from the carrier unless the vest is specifically designed with the attachment straps permanently affixed to the cover of the ballistic package. The carrier shall have a pocket on the front to allow insertion of a trauma plate, and an optional back pocket must be made available, if so desired, at the time of order. The carriers will be black in color unless otherwise specified at the time of order.

If a separate carrier system is used, it shall be constructed of a material that is breathable and resistant to normal wear. In addition, the material shall be pre-shrunk, porous, and suitable for repeated home machine laundering. Inner carrier material should be stain, odor and mildew resistant. The adjustment straps shall be configured in either a 4 or 6-point style, and shall be of the appropriate length to allow for proper fit of the vest while utilizing a hook and loop fastening system. Adjustment straps must connect either to the carrier or to the cover of the ballistic package. In addition, all straps must allow for adjustment at both the shoulders and the waist. Shirrtails, both front and rear, must be included.

#### **12. LABELING**

Each ballistic panel must be labeled with information that includes, but is not limited to the following:

1. Name of Manufacturer
2. Level of Protection
3. Current NIJ Standard Regulation Number
4. Date of Fabrication
5. Size
6. Serial Number
7. Model of vest
8. Care Instructions
9. Lot Number

These are the labeling requirements as outlined in current NIJ Standards.

#### **13. TRAUMA REDUCTION DEVICE**

Each vest shall include at least one 5"x8" soft trauma plate. The trauma plate should be constructed of a flexible material offering increased ballistic performance. A second trauma plate should be available for purchase at the time of order if so desired by the wearer.

#### **14. WARRANTY**

The manufacturer against defects in material and workmanship shall warrant ballistic panels for a period of 5 years from the date of delivery. Carriers and covers shall be warranted for a period of 12 months after the date of purchase against any defects in material and/or workmanship. The manufacturer must repair or replace any defective component covered under the warranty.

#### **15. ALTERATIONS**

The manufacturer shall perform all alterations of more than one inch within 30 days after the original delivery of the vest to the Dane County Sheriff's Office at no additional charge.

Adjustments of 1" or less can be accomplished by utilizing the adjustment straps on the carrier/cover.

#### **16. INSURANCE**

Each manufacturer shall carry at least \$2 million of liability insurance. A certificate of insurance should be included with each bid.

#### **17. SUBMISSIONS**

Vendors wishing to bid must submit the following items:

1. Name of manufacturer
2. NIJ level of protection
3. V-50 test reports utilizing current NIJ standards performed in accordance with MIL-STD-662F
4. Model of Vest
5. Care and cleaning instructions
6. Manufacturer's list price as well as the percentage discount being offered by the vendor
7. One sample male vest fitting a male who is 6'0" and 180lbs
8. One sample female vest fitting a female 5'6 and 160 lbs, bust size 38-42 R.