

Boone County Purchasing

601 E. Walnut, Room 208 Columbia, MO 65201

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Bid Data

Bid Number: **82-20DEC04**

Commodity Title: **Body Armor Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Monday – December 20, 2004

Time: 10:25 A.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

Boone County Johnson Building

601 E. Walnut, Room 208 Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th Street and

Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: Monday – December 20, 2004

Time: 10:30 A.M. C.S.T.

Location / Address: **Boone County Johnson Building Conference Room**

601 E. Walnut, Room 213 Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding

2.0: **Primary Specifications**

3.0: Response Presentation and Review

4.0: **Response Form**

Standard Terms and Conditions

Attachment A Technical Specifications

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate: *Purchasing* The Purchasing Department, including its Purchasing Director and staff. *Department(s) or Office(s)* The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought. *Designee* The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier/Vendor -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - *Bidder* Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - *Contractor* The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier/Vendor All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
 - 1.3. BID CLARIFICATION Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility -** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award "by line item" or an "all or none" basis to one bidder.
- 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD -** Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2005 through December 31, 2005, and may be automatically renewed for an additional four (4) years
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. **ITEMS TO BE PROVIDED -** Term and Supply contract to furnish and deliver **Body Armor and Accessories** as needed by the Boone County Sheriff Department.
- 2.1.1. Contract Duration The contract shall be effective from January 1, 2005 through December 31, 2005. This contract is subject to automatic renewal annually for four (4) additional one (1) year periods following expiration of the first contract period unless canceled by the Purchasing Director in writing prior to the renewal term.
- 2.1.1.1. **Contract Extension -** The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.1.2. Contract Documents The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel
 - 2.2. SCOPE BULLET PROOF VESTS XTREME X NIJ 0101.04 LEVEL 2A, 2 & 3A
 - 2.2.1. This product specification details the style and quality of concealable soft body armor vests intended for use by male or female members of this agency. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.
 - 2.2.2. The concealable body armor shall be the American Body Armor XtremeTM X Series for NIJ 0101.04 Threat Levels 2A, 2 or 3A. Bids based on body armor models made by manufacturers other than American Body Armor must be clearly identified as such; those bidders must include: a male and female sample, full product descriptions, drawings and/or photos, technical specifications, as well as a list of at least three (3) law enforcement agencies currently using that model armor for reference with their bid. Bidders failing to submit this supporting documentation will be rejected from the bid.
 - 2.2.3. Written verification of any substitutes must be requested 10 days prior to bid opening. Written requests should be sent to the Boone County Purchasing Department, 601 E. Walnut, Room 208, Columbia, Missouri, 65201, Facsimile Number (573) 886-4390. Faxed requests and responses are acceptable for substitution approval only. Substitutions are not allowed when noted in Section four of this request.
 - 2.2.4. Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency is entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.
 - 2.2.5. 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 requirements of NIJ Standard 0101.04, <u>Ballistic Resistance of Police Body Armor</u>, September 2000, for Type 2A [XTX2A-2], 2 [XTX2-2] or 3A [XTX3A-2] armor shall be submitted under this specification, <u>no exceptions</u>.
 - 2.2.6. Those bidders other than American Body Armor must provide test results of any and all rounds that exceed NIJ 0101.04 standard. This NIJ abbreviated testing is commonly known as "Special Threat" testing; testing of such rounds must be conducted by an NIJ approved laboratory. Failure to provide such documentation at time of the bid will be cause for

rejection.

2.3. SILENCE OF SPECIFICATIONS

- 2.3.1. Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.
 - 2.4. **APPLICABLE DOCUMENTS** The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.
- 2.4.1. National Institute of Justice, Standard NIJ-STD-0101.04, <u>Ballistic Resistance of Police Body</u>
 Armor
- 2.4.2. MIL-STD-662, V50 Ballistic Test For Armor
- 2.4.3. Federal Standard No. 751, Stitches, Seams & Stitching
- 2.4.4. ISO 9001 Quality Assurance Certification
- 2.4.5. ANSI/ASQC Q9000 Quality Standard, dated August 1, 1994
- 2.4.6. Additional test reports of "Special Threat Testing" from a Certified NIJ Laboratory are required

2.5. PURCHASE REQUIREMENTS

2.5.1. The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. Any manufacturers, which bid direct, must include a service proposal as to how measuring, re-works, and customer service will be maintained without local distribution. Direct bids from manufacturers which do not contain a detailed service proposal will be rejected.

2.6. SPECIFIC QUANTITY

- 2.6.1. The agency has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.
 - 2.7. **DESIGN REQUIREMENTS** The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment. The soft body armor shall be designed to provide:
- 2.7.1. Light and thin NIJ 0101.04 certified armor in Level 2A, 2 or 3A
- 2.7.2. A high degree of concealment and comfort.
- 2.7.3. Minimum restriction of motion or mobility.
- 2.7.4. Optional carriers to allow for laundering and color changes.
- 2.7.5. Provide protection against the labeled projectiles in accordance with the NIJ Standard 0101.04.

2.8. GENERAL DESIGN

- 2.8.1. The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing a matrix of two or more of the following: ZShield[™], woven microlaminate Zylon®, Gold Flex™, and unidirectional Polyethylene. There shall be no stitching completely through the entire ballistic panel (s), with exception to tacks at the panels' edges, **no exceptions**. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ 0101.04 certified armor in Level 2A, 2 and 3A, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment.
- 2.8.2. The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Availability for four or six elastic straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be

- curved. No sharp corners or straight edges shall be allowed.
- 2.8.3. The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain concealability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles.
- 2.8.4. The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. The sides of the torso shall be covered by having side coverage from both the front and rear panels, as the department has determined that such a configuration maximizes both coverage and comfort. Accordingly, armor which maintains side coverage from only the front or rear panels shall be rejected.
- 2.8.5. Panels and carriers shall be equipped with an internal suspension system, which prevents ballistic panels from sagging, ensuring full protection.
- 2.8.6. Each piece of soft body armor shall include the following:
 - 1. One (1) set of ballistic panels (1 front, 1 rear).
 - 2. Two (2) complete Akwadyne® Comfort Mesh washable carriers.
 - 3. One (1) trauma reduction insert.
 - 2.9. **OPTIONS**
- 2.9.1. Cool Max® Tee Shirt.
- 2.9.2. Additional Akwadyne® Comfort Mesh removable outer carrier.
- 2.9.3. Quilted outer carrier.
- 2.9.4. Tactical outer carrier.
- 2.10. BALLISTIC PANEL MATERIALS
- 2.10.1. All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of two or more of the following: ZShield[™], woven microlaminate Zylon®, Gold Flex[™], and unidirectional Polyethylene. As the department has selected these materials, any bids, which represent products manufactured from other materials, may be rejected.
 - 2.11. PANEL CONSTRUCTION
- 2.11.1. The ballistic panels shall be constructed of a matrix of two or more of the following: $ZShield^{TM}$, woven microlaminate Zylon, Gold $Flex^{TM}$, and unidirectional Polyethylene. There shall be no stitching completely through the entire ballistic panel (s), with exception to tacks at the panels' edges, **no exceptions**.
- 2.11.2. All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected. If the manufacturer contends that such feathering of the armor is advantageous, than the armor shall be tested utilizing the least number of layers, which exist in any part of the ballistic package. Failure to submit such testing shall be cause for rejection.
- 2.11.3. It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot) [30.5cm x 30.5cm], must not exceed the following:

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Threat Level	Maximum Weight	Maximum Thickness	
2A [XTX2A-2]	6.9 oz / .43 lbs.sq.ft	.08 inches	
2 [XTX2-2]	9.0 oz / .56 lbs.sq.ft	.14 inches	
3A [XTX3A-2]	11.1 oz / .70 lbs.sq.ft	.15 inches	

2.12. BALLISTIC PANEL PERFORMANCE

2.12.1. V50 Performance

2.12.2. Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.04 9mm 124 grain FMJ test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0101.04. The V 50 test shall be against clay backing. V 50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

2.12.3. Test reports submitted by the bidder shall reflect the following minimum test results:

2.12.4.	Threat Level	Bullet Description	V50 Velocity [Minimum]
	2A [XTX2A-2]	9mm, 124-grain FMJRN	1417 fps
	2 [XTX2-2]	9mm, 124-grain FMJRN	1549 fps
	3A [XTX3A-2]	9mm, 124-grain FMJRN	1594 fps

2.12.5. Bid submissions not including NIJ required baseline V50 reported **shall be rejected**. In addition to the NIJ 0101.04 required 9mm / V50 test report, each bidder <u>other than American</u> Body Armor must provide NIJ Base Line Test Reports on the following minimum test results:

2.12.6.	Threat Level	Bullet Description	V50 Velocity [Minimum]
	2A [XTX2A-2]	40 cal. S&W 180-grain FMTJ	1403 fps
	2 [XTX2-2]	357 mag. 158-grain FMJRN	1516 fps
	3A [XTX3A-2]	44 mag. 240-grain JHP	1638 fps

2.12.7. Relative Performance Index (RPI)

2.12.8. It has been determined that the *relative strength to weight ratio* of a ballistic design is important in determining its *comfort/performance characteristics*. The strength to weight ratio is calculated by dividing the areal weight (lbs. per square foot) into the performance V50 value. A high *strength to weight ratio* or **Relative Performance Index (RPI)** indicates a high degree of comfort & performance. Therefore, the minimum RPI shall be no lower than:

2.12.9.	Threat Level	Bullet Description	Relative Performance Index
		_	[RPI Minimum]
	2A [XTX2A-2]	9mm, 124-grain FMJRN	3295 fps
	2A [XTX2A-2]	40 cal. S&W 180-grain FMTJ	3262 fps
	2 [XTX2-2]	9mm, 124-grain FMJRN	2766 fps
	2 [XTX2-2]	357 mag. 158-grain FMJRN	2707 fps
	3A [XTX3A-2]	9mm, 124-grain FMJRN	2277 fps
	3A [XTX3A-2]	44 mag. 240-grain JHP	2340 fps

2.12.10 Trauma Performance (BFS)

2.12.11 Blunt trauma reduction is an important aspect of armor design. Low back face signature
(BFS) should result in reduced blunt trauma injury. Therefore, the back face signature (BFS) results of the *NIJ* 1010.04 certification test reports shall reflect BFS no higher than:

2.12.12	Threat Level	Bullet Description	
•		_	Back Face Signature
			[BFS Maximum]
	2A [XTX2A-2]	9mm, 124-grain FMJRN	33 mm
	2A [XTX2A-2]	40 CAL. S&W 180-grain FMTJ	39 mm
	2 [XTX2-2]	9mm, 124-grain FMJRN	31 mm
	2 [XTX2-2]	357 Mag. 158-grain FMJRN	37 mm
	3A [XTX3A-2]	9mm, 124-grain FMJRN	31 mm
	3A [XTX3A-2]	44 Mag. 240-grain JHP	42 mm

2.12.13 Bid submissions which do not meet this requirement will be rejected.

2.13. LABELING

- 2.13.1. Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.
- 2.13.2. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04. The ballistic panel labeling shall include, but not be limited to the following:
 - 1. Name of Manufacture
 - 2. Level of Protection
 - 3. NIJ-STD-0101.04
 - 4. Date of Fabrication
 - 5 Size
 - 6. Serial Number
 - 7. Model of Vest
 - 8. Care Instructions
 - 9. Lot Number

2.14. BALLISTIC PANEL COVER MATERIAL

2.14.1. Each ballistic panel shall be covered in 100% anti microbial Olefin treated for water repellency. Construction 70 denier and sized 110" X 85" [279cm x 215cm]. Inner cover material must be stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

2.15. VEST OUTER CARRIER MATERIAL

- 2.15.1. Removable Carrier Akwadyne Comfort Mesh
- 2.15.2. The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers integrated into the outside of the garment. All closure attachments shall be Ultra Mate® Velcro®. The carrier shall consist of Akwadyne® Comfort Mesh on the body side. The Comfort Mesh shall be 28 gauge, 100-denier warp knit. The percent of moisture regain must be less than 1% into fiber and must have high moisture transport properties. Fabric must be capable of releasing moisture without absorption, allowing for higher evaporative cooling and faster drying to take place, resulting in a less clammy feel to wearer. The body side cover material must not weigh over .52 oz. per sq. ft [.15 kg/m2]. All fabrics shall have no visible fabric or color flaws.

2.16. TRAUMA INSERT

2.16.1. A trauma reduction insert constructed of bullet resistant material cut five inch by eight inch (5" x 8") [12.7 x 20.3cm] shall be provided. The trauma reduction insert shall be placed in a nylon cover, which shall be tucked into one end of the ballistic material and sewn shut through to hold it in place.

2.17. **QUALITY CONTROL**

- 2.17.1. The manufacturer must maintain a quality program certified under the *ISO 9001* certification program by an accredited registrar under the accreditation of the Registrar Accreditation Board (US) and the Raad voor de Certificatie (Dutch). The scope of the certification must include the Design and Manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant vests, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields and other police and military apparel, and narcotic identification systems.
- 2.17.2. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The manufacturer must have the capability of performing testing in accordance with MIL-STD-662 and NIJ Standard 0101.04. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system. All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-

- 662. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.
- 2.17.3. In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.
- 2.17.4. A copy of the Certificate of Accreditation, as well as the manufacturers quality control program must be submitted with bid documents.

2.18. SERIAL NUMBERS

2.18.1. Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test. The vendor must have the ability to trace serial numbers.

2.19. LOT TESTING

2.19.1. All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

2.20. MEASUREMENT AND FITTING

- 2.20.1. **Custom Measuring -** Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:
- 2.20.2. The side edges of the front and back ballistic panels shall meet or overlap
- 2.20.3. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
- 2.20.4. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.
- 2.20.5. Female sizes are determined based on individual measurements including bust size and are confirmed through the use of sizing/fit samples in conjuncture with a tape measure, and a certified Size Right Program.
- 2.20.6. The selected bidder must have a manufacturer armor-sizing program (Size RightTM) that utilizes certified factory representatives and distribution-trained personnel to properly size armor.

The Size RightTM program shall consist of a structured course of study that includes classroom training and hands-on demonstration of product knowledge. Individuals participating in a Size RightTM Program will be tested on product knowledge with both a written and practical examination. Only students who demonstrate competency in sizing armored vests shall be awarded "Certified Size RightTM Technician" status. <u>Any bidder other that American Body Armor must show proof of such a program at time of the bid.</u> Those bidders without a certified sizing program will be rejected.

2.21. FIT AND ALTERATION POLICY

2.21.1. The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

2.22. PRE-AWARD AND RETEST POLICY

- 2.22.1. Bid submissions that appear to conform to these specifications will be considered as prospective vendors. However, the County reserves the right to perform laboratory testing on any and all armor submitted to verify strict compliance with these specifications. The County may perform V50 Ballistic Limit Testing in strict accordance with MIL-STD-662F at the department's expense. An American Body Armor representative shall witness all testing.
- 2.22.2. American Body Armor & Equipment, Inc. (ABA) encourages valid body armor testing for the

- purpose of acceptance testing, confirmation of required performance, and used body armor evaluations. For these purposes, ABA *will only recognize properly performed V50 Ballistic Limit Testing* in strict accordance with MIL-STD-662F. Testing shall be performed at an NIJ approved ballistic test laboratory. The test projectiles shall be 9mm 124 grain FMJ as those used in the NIJ Standard 0101.04.
- 2.22.3. The Probable Ballistic Limit (V50) test shall be conducted on a complete vest. The V50 shall be calculated on ten fair hits, with five shots on the front panel and five shots on the back panel. If required, up to 12 shots, 6 in each panel may be used to obtain the V50 value. If the range of mixed results exceeds 125 feet per second [38 meters per second] or if the V50 cannot be determined in 12 shots, the test will be considered invalid. Shot placement shall be in accordance with MIL-STD-662F except that no shot may be within three (3) inches [7.6cm] of any edge nor two (2) inches [5cm] from any other ballistic impact. Panels shall be shot against clay armor backing material, which has been conditioned in accordance with NIJ Standard 0101.04.
- 2.22.4. The sample shall be of the same construction and size as submitted by the manufacturer during the initial NIJ Certification process. Prior to each shot, the panel will be placed flat against the clay backing material. Vest samples used in testing must be wearable and in suitable condition free from abuse.
- 2.22.5. For each particular level, the V50 Ballistic Limits shall be no lower than the allowable highest 9mm NIJ test velocity. In addition, there shall be no complete penetration lower than the highest 9mm NIJ test velocity.

2.23. PRODUCT LIABILITY INSURANCE

2.23.1. Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.

2.24. WARRANTY

- 2.24.1. Ballistic Panels: For five (5) years after date of purchase the manufacturer warrants the ballistic panels *against defects in materials and workmanship*.
- 2.24.2. The alteration of ballistic panels in any way shall render the warranty void.

2.25. REMOVEABLE COVERS

2.25.1. Removable machine washable covers shall be fully warranted for twelve (12) months after the date of purchase against any defects in the material and/or workmanship.

2.26. PACKAGING

- 2.26.1. All soft body armor shall be packaged and shipped consistent with good commercial practices.
- 2.26.2. Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.
- 2.26.3. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

2.27. FINANCIAL DATA

2.27.1. All vendors are required to provide a certified financial statement, for 2003, which represents the manufacturer(s) of which they are bidding. Failure to provide a certified financial statement shall be cause for rejection.

2.28. **DOCUMENTATION**

- 2.28.1. The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following may be cause for rejection:
- 2.28.2. Models made by manufacturers <u>other than American Body Armor</u> must be clearly identified and shall include the following:
 - a. Full product description.
 - b. Complete bid sample, male and female.

- c. Drawings and/or photographs.
- d. Technical specifications.
- 2.28.3. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
- 2.28.4. NIJ 0101.04 Certification and test reports from an accredited laboratory for the vest being certified.
 - a. Any ballistic rounds tested above and beyond the required NIJ 0101.04 standard for requested threat level, requires a report from a NIJ Certified Laboratory. Any bidder that does not provide such documentation at the time of the bid will be rejected.
- 2.28.5. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
 - a. Test reports must be submitted for the entire ballistic package.
 - b. Test reports must be submitted for incoming materials, which are utilized in the ballistic package.
- 2.28.6. Chemical test reports certifying use of Akwadyne® fabric treatment.
- 2.28.7. The ability to trace serial numbers.
- 2.28.8. The ability to trace serial numbers.
- 2.28.9. Quality Control Procedures.
 - a. Incoming materials
 - b. Lay-up configuration
 - c. In-process configuration
 - d. Testing verification
 - e. Inspection of ballistic panel stitching
 - f. Random final product inspection and continuous in-process surveillance
 - g. Quality Assurance training and indoctrination
- 2.28.10 Product Liability Insurance providing a minimum coverage of \$20,000,000.
- 2.28.11 Documentation stating a 5-year ballistic package warranty.
- 2.28.12 Documentation stating a 12-month cover warranty.
- 2.28.13 Certified financial statement for 2003.
- 2.28.14 ISO-9001 Certificate.
 - 2.29. TECHNICAL SPECIFICATION for Body Armor see Attachment A
 - 2.30. SCOPE STAB PROOF VESTS Edge Armor TVSL1-2 and Corrections Spike Level 2 TVSL2-1
- 2.30.1. This product specification details the style and quality of concealable soft body armor vests intended for use by male or female members of this agency. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide protection against sharp instrument penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.
- 2.30.2. The concealable body armor shall be the American Body Armor Corrections Stab Series, Model TVSL2-1 (TVSL-2F-1) for NIJ Stab Standard 0115.00 Spike Class Level 2 and Model TVSL1-2 (TVSL-1F-2) for NIJ Stab Standard 0115.00 Spike Class Level 1. Bids based on body armor models made by manufacturers other than American Body Armor must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.
- 2.30.3. Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency is entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.
- 2.30.4. 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 requirements of NIJ Standard 01115.00, <u>Stab Resistance of Personal Body Armor</u>, September 2000, for Spike Class Protection Level 2 and Spike Class Protection Level 1 male and female armor, **no exceptions.**

2.31. SILENCE OF SPECIFICATIONS

2.31.1. Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

2.32. APPLICABLE DOCUMENTS

- 2.32.1. The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.
- 2.32.2. National Institute of Justice, Standard NIJ-STD-0115.00, <u>Stab Resistance of Personal Body</u> Armor
- 2.32.3. MIL-STD-662, V50 Ballistic Test For Armor
- 2.32.4. Federal Standard No. 751, Stitches, Seams & Stitching
- 2.32.5 ISO 9001 Quality Assurance Certification
- 2.32.6. ANSI/ASQC Q9000 Quality Standard, dated August 1, 1994

2.33. PURCHASE REQUIREMENTS

2.33.1. The successful bidder must be a recognized wholesaler/retailer which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. Any manufacturers which bid direct must include a service proposal as to how measuring, re-works, and customer service will be maintained without local distribution. Direct bids from manufacturers which do not contain a detailed service proposal will be rejected.

2.34. SPECIFIC QUANTITY

2.34.1. The agency has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

2.35. **DESIGN REQUIREMENTS**

- 2.35.1. The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment. The soft body armor shall be designed to provide:
- 2.35.2. Light and thin NIJ certified armor in Spike Class, Protection Level 1 and Level 2.
- 2.35.3. A high degree of concealment and comfort.
- 2.35.4. Minimum restriction of motion or mobility.
- 2.35.5. Optional carriers to allow for laundering and color changes.
- 2.35.6. Provide protection against the labeled threats in accordance with the NIJ Standard 0115.00.
- 2.35.7. Provide protection against low energy threats with a strike energy of 33 ± 0.60 Joules (24.3 \pm 0.44 ft. lbs.) with an overtest requirement of 50 ± 0.70 Joules (36.9 \pm 0.51 ft. lbs.) for Spike Level 2 and of 24 ± 0.50 Joules (17.7 \pm 0.36 ft. lbs.) with an overtest requirement of $36 \pm$ 0.60 J (26.6 \pm 0.44 ft. lbs.) for Edge Armor TVSL1-2.
- 2.35.8. Puncture and slash resistance from some types of hand made pointed weapons. It is understood that this armor **IS NOT EFFECTIVE AGAINST SHARP KNIVES OR OTHER COMMERCIAL CUTTING INSTRUMENTS**. The wearer will be responsible for determining whether this product will be effective against the threats they may encounter.

2.36. GENERAL DESIGN

2.36.1. The stab panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing Kevlar® Correctional®fiber. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Spike class Level 1 and Level

- 2 protection, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of stab coverage consistent with comfort and concealment.
- 2.36.2. The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Six elastic straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.
- 2.36.3. The front stab panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain concealability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles.
- 2.36.4. The rear stab panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt.
- 2.36.5. The sides of the torso shall be covered by having side coverage from both the front and rear panels, as the department has determined that such a configuration maximizes both coverage and comfort. Accordingly, armor which maintains side coverage from only the front or rear panels shall be rejected. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.
- 2.36.6. Each piece of soft body armor shall include the following:
 - 1. One (1) set of stab panels.
 - 2. Two (2) complete Akwadyne® Comfort Mesh washable carrier.
 - **2.37. OPTIONS**
- 2.37.1. Cool Max® Tee Shirt.
- 2.37.2. Replaceable adjustable straps.
- 2.37.3. Additional Akwadyne® Comfort Mesh, removable outer carrier.
- 2.37.4. Quilted outer carrier.
- 2.37.5. Tactical outer carrier.
- 2.38. STAB PANEL MATERIALS
- 2.38.1. All materials shall be new, unused and without flaws that affect appearance, durability and function.
- 2.38.2. The stab panels shall be constructed of Kevlar® Correctional®fiber. As the department has selected this material, any bids, which represent products manufactured from other materials, shall be rejected.
 - 2.39. PANEL CONSTRUCTION
- 2.39.1. The stab panels shall be constructed of Kevlar® Correctional®fiber. As the department has selected this material, any bids, which represent products manufactured from other materials, shall be rejected.
- 2.39.2. All vests which are submitted shall represent armor which in layer count, is uniform throughout the stab panel. Accordingly, any stab panel which is not uniform, in layer count, throughout the entire stab package, shall be rejected. If the manufacturer contends that such a feathering of the armor is advantageous, than the armor shall be tested utilizing the least number of layers which exist in any part of the stab package. Failure to submit such testing shall be cause for rejection.
- 2.39.3. Each layer of stab material, in order to retain flexibility, shall not be laminated to any other layer of ballistic material. Accordingly, any armor which contains such lamination shall be rejected.
- 2.39.4. It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 9.44 oz. (.59 lbs.) per square foot for NIJ Spike Class Protection Level 2 and a vest section of 12" x 12" (one square foot), must not exceed 5.16 oz. (.32 lbs.) per square foot for NIJ Spike Class Protection Level 1.

2.40. STAB PANEL PERFORMANCE

2.40.1. Each bidder shall submit NIJ test reports for the vest being offered. The test shall be performed in accordance with NIJ Standard 0115.00. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0115.00. The test shall be performed according to NIJ Stab Standard 0115.00 test protocol. Failure to provide certification shall be cause for rejection.

2.41. LABELING

- 2.41.1. Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.
- 2.41.2. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0115.00. The stab panel labeling shall include, but not be limited to the following:
 - 1. Name of Manufacture
 - 2. Level of Protection
 - 3. NIJ-STD-0115.00
 - 4. Date of Fabrication
 - 5. Size
 - 6. Serial Number
 - 7. Model of Vest
 - 8. Care Instructions
 - 9. Lot Number

2.42. STAB PANEL COVER MATERIAL

- 2.42.1. Each stab panel shall be covered in 100% anti-microbial Olefin treated for water repellancy, construction 70 denier, 110 x 85. Inner cover material must be stain-resistant, odor, and mildew resistant. Material shall have no visible fabric or color flaws.
 - 2.43. VEST OUTER CARRIER MATERIAL
- 2.43.1. Removable Carrier Akwadyne Comfort Mesh Poly/Cotton
- 2.43.2. The outer machine washable carrier shall be removable from the stab panels for laundering and shall consist of Akwadyne® Comfort Mesh on the body side and poly/cotton blend on the exterior. The body side shall be manufactured from 100% Akwadyne® Comfort Mesh, 28 gauge, 100 denier warp knit mesh, **no substitutes accepted**. The percent of moisture regain must be less than 1% into fiber and must have high moisture transport properties. Fabric must be capable of releasing moisture without absorption, allowing for higher evaporative cooling and faster drying to take place, resulting in a less clammy feel to wearer. Moisture transmitted must not inhibit breathability.
- 2.43.3. The body side cover material must not weigh over .52 oz. per sq. ft. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality, preshrunk 65% polyester/35% cotton and shall not weigh over .56 oz. per square foot, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.
- 2.43.4. Chemical test report certifying the use of Akwadyne® Comfort Mesh shall accompany bid. Failure to submit such documentation shall be cause for rejection.

2.44. **QUALITY CONTROL**

- 2.44.1. The manufacturer must maintain a quality program certified under the ISO 9001 certification program by an accredited registrar under the accreditation of the Registrar Accreditation Board (US) and the Raad voor de Certificate (Dutch). The scope of the certification must include the Design and Manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant vests, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields and other police and military apparel, and narcotic identification systems.
- 2.44.2. A copy of the Certificate of Accreditation must be submitted with bid documents.

- 2.44.3. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic and stab laboratory capable of performing ballistic and stab testing of incoming raw materials and in-process samples. The manufacturer must have the capability of performing testing in accordance with NIJ Standard 0115.00. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.
- 2.44.4. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper stab panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.
- 2.44.5. In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer s order.
- 2.44.6. A copy of the Certificate of Accreditation, as well as the manufacturers quality control program, must be submitted with bid documents.

2.45. SERIAL NUMBERS

2.45.1. Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test. The vendor must have the ability to trace serial numbers.

2.46. MEASUREMENT AND FITTING

2.46.1. Custom Measuring

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

- 2.46.2. The side edges of the front and back stab panels shall be fit for within a one-inch (1") gap between panels during the initial custom fitting.
- 2.46.3. The bottom edge of the front stab panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
- 2.46.4. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.
- 2.46.5. It is the department's intention to purchase armor, which contains maximum stab coverage. Accordingly, the minimum acceptable square inches for the front and back panel of each vest, per size, is as follows:

Small (34/36) - 310.49 square inches.

Medium (38/40) - 370.44 square inches.

Large (42/44) - 434.64 square inches.

X-Large (46/48) - 503.38 square inches.

XX-Large (50/54) - 560.49 square inches.

2.46.6. Female sizes are determined based on individual measurements, including bust size.

2.47. FIT AND ALTERATION POLICY

2.47.1. The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

2.48. PRODUCT LIABILITY INSURANCE

2.48.1. Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.

2.49. WARRANTY

- 2.49.1. Stab Panels: For five (5) years after date of purchase the manufacturer warrants the stab panels *against defects in materials and workmanship*.
- 2.49.2. The alteration of ballistic panels in any way shall render the warranty void.
 - 2.50. **REMOVEABLE COVERS**

- 2.50.1. Removable machine washable covers shall be fully warranted for twelve (12) months after the date of purchase against any defects in the material and/or workmanship.
 - 2.51. PACKAGING
- 2.51.1. All soft body armor shall be packaged and shipped consistent with good commercial practices.
- 3.51.2. Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.
- 3.51.3. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.
 - 3.52. FINANCIAL DATA
- 3.52.1. All vendors are required to provide a certified financial statement, for 2000, which represents the manufacturer(s) of which they are bidding. Failure to provide a certified financial statement shall be cause for rejection.

3.53. **DOCUMENTATION**

- 3.53.1. The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:
- 3.52.2. Models made by manufacturers other than American Body Armor must be clearly identified and shall include the following:
 - a. Full product description.
 - b. Complete bid sample, male and female.
 - c. Drawings and/or photographs.
 - d. Technical specifications.
- 3.52.3. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
- 3.52.4. NIJ 0115.00 Certification and test reports from an accredited laboratory for the vest being certified.
 - a. Test reports must be submitted for the entire stab package.
 - b. Test reports must be submitted for incoming materials which are utilized in the stab package.
- 3.52.5. Chemical test reports certifying use of Akwadyne® fabric treatment.
- 3.52.6. The ability to trace serial numbers.
- 3.52.7. The layer count of the vest must be uniform throughout the entire stab package. If not, test reports must be submitted for the vest utilizing the least amount of layers.
- 3.52.8. Quality Control Procedures.
 - a. Incoming materials
 - b. Lay-up configuration
 - c. In-process configuration
 - d. Testing verification
 - e. Inspection of stab panel stitching
 - f. Random final product inspection and continuous in-process surveillance
 - g. Quality Assurance training and indoctrination
- 3.52.9. Product Liability Insurance providing a minimum coverage of \$20,000,000.
- 3.52.10 Documentation stating a 5-year ballistic package warranty.
- 3.52.11 Documentation stating a 12-month cover warranty.
- 3.52.12 Certified financial statement for 2003.
- 3.52.13 ISO-9001 Certificate.
 - 2.30. **DESIGNEE -** Boone County Sheriff's Department, Captain Beverly Braun, 2121 County Drive, Columbia, MO 65202. Phone: (573) 876-6101
 - 2.31. **BID CLARIFICATION** Any questions or clarifications concerning bid documents should be addressed in writing to Melinda Bobbitt, CPPB, Purchasing Director, 601 E. Walnut,

- Room 208, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or E-mail to: mbobbitt@boonecountymo.org.
- 2.32. **DELIVERY -** Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202
- 2.32.1. **Delivery Terms -** FOB Destination Inside Delivery All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package -** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award -** A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION -** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses -** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS -** Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation -** We will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability -** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. Endurance of Pricing Your pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone Purchasing Department			
	Response Form		
4.1.	Company Name:		
4.2.	Address:		
4.3.	City/Zip:		
4.4.	Phone Number:		
4.5.	Fax Number:		
4.6.	Federal Tax ID:		
4.6.1.	() Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify)		
4.6.2.	The undersigned offers to furnish and deliver the article stated and in strict accordance with all requirements of read and understood, and all of which are made part of the state of the	contained in the Request for Bid which have been	
4.6.3.	Authorized Representative (Sign By Hand):	Date:	
	Print Name and Title of Authorized Representative		
4.6.4.	Will you honor the submitted prices for purchase by other cooperative purchasing with Boone County, Missouri? Yes No	entities in Boone County who participate in	
4.6.5.	Delivery Date After Receipt of Order:		
4.6.6.	Maximum Percentage Increase at First Year Renewal:	%	
	Maximum Percentage Increase at Second Year Renewal:	%	
	Maximum Percentage Increase at Third Year Renewal:	%	
	Maximum Percentage Increase at Fourth Year Renewal:	%	
	Maximum Percentage Increase at Fifth Year Renewal:	%	

PLEASE REMEMBER TO ATTACH 3 COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS



Standard Terms and Conditions

Boone County Purchasing 601 E. Walnut, Room 208 Columbia, MO 65201 **Melinda Bobbitt, Director**

Phone: (573)886-4391 - Fax: (573)886-4390

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.



Level 2A, 2 & 3A

Concealable Armor

Model	XTX2A-2	XTX2-2	XTX3A-2
Ballistic Material	a matrix of two or more of the following: ZShield™, woven microlaminate Zylon®, Gold Flex™, and unidirectional Polyethylene		
NIJ Level	2A	2	ЗА
Weight [lbs. per sq. ft]	.43	.56	.70
Thinness [inches]	.08	.14	.15
V50-9mm [fps]	1417	1549	1594
V50 [fps]	1403 [40 cal]	1516 [357 mag]	1638 [44 mag]
RPI-9mm [fps]	3295	2766	2247
RPI [fps]	3262 [40 cal]	2707 [357 mag]	2340 [44 mag]
Cert BFS Average-9mm [mm]	33	31	31
Cert BFS Average [mm]	39 [40 cal.]	37 [357 mag.]	42 [44 mag.]
Abbreviated NIJ Testing of additional Threats			
NIJ Level	2A	2	3A
Threat	N/a	Winchester Ranger 9mm/127 grain SXZT HP	Winchester Ranger 9mm/127 grain SXZT HP
		Speer Gold Dot 357 Sig / 125 Grain GDHP	Speer Gold Dot 357 Sig / 125 Grain GDHP