



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Buyer
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Bid Data

Bid Number: **44-12JUL05**
Commodity Title: **Tactical Body Armor**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, JULY 12, 2005**
Time: **10:30 AM** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY, JULY 12, 2005**
Time: **10:30 AM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" Form**

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** - 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 - 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. 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. Bidders 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 compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 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 contract resulting from this Bid will have a term from Date of Award through December 31, 2005.
- 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** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of Tactical Body Armor as specified below for the Boone County Emergency Response Team.
- 2.1.1. **Contract Duration** – The contract shall be effective from Date of Award through December 31, 2005.
- 2.1.2. **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 – TACTICAL BODY ARMOR VESTS – PROTECH ARMORED PRODUCTS STEALTH SERIES FOR NIJ 0101.04 THREAT LEVEL IIIA-See Attachment A for Specifications**
- 2.2.1. This product specification details the style and quality of tactical body armor vests intended for use by members of this agency. The vests shall be worn comfortably while being worn over 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 all personnel.
- 2.2.2. The tactical body armor shall be the Protech Armored Products Stealth Series for NIJ 0101.04 Threat Level IIIA. Bids based on body armor models made by manufacturers other than Protech Armored Products 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, and a list of at least three (3) law enforcement agencies currently using the proposed model of body armor for reference with their bid. **Bidders failing to submit this supporting documentation will be removed from further consideration in the bid process.**
- 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 209, Columbia, MO 65201. Fax: 573-886-4390. **Faxed requests 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, Ballistic Resistance of Police Body Armor, September 2000, for 3A armor shall be submitted under this specification, **no exceptions.**
- 2.2.6. Those bidders other than Protech Armored Products 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, Ballistic Resistance of Police Body 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: 1994 Quality Standard, dated August 1, 1994

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 body armor detailed herein is intended for use by each member of the tactical or special operations units. It will be used in high-risk situations; therefore, the vests shall be designed and contracted to provide:

- 2.7.1. A high degree of ballistic coverage
2.7.2. Minimum restriction of motion or mobility
2.7.3. Modular pouch system.
2.7.4. A 'pocket' front and rear to accept a ten inch (10") [25.4cm] x twelve inch (12") [30.48cm] Level III or IV Ballistic Plate.
2.7.5. An adjustable rifle retention system
2.7.6. Removable washable high abrasion resistance garments for ease of cleaning.

2.8. GENERAL DESIGN

- 2.8.1. The body armor shall be designed to be worn in various tactical situations requiring a high degree of mobility and mission specific functions. Therefore, the configuration shall be a sleeveless slip-on side closure style vest that covers the upper torso affording maximum coverage while optimizing range of motion.
- 2.8.2. The design shall afford ballistic coverage front, sides, rear, and over the shoulder:
- 2.8.2.1. The front panels shall afford coverage from a point just below the "V" in the neck and extend downward to the top of the belt line. In addition the front panel shall extend to the sides and rear in order to provide an overlap of the rear panel.
- 2.8.2.2. The side ballistic panels shall wrap front to rear with no gaps in ballistic protection. Furthermore, the side coverage area shall overlap the rear panel by approximately two inches (2") [5.08cm] and shall be adjusted by means of hook and loop system. This system shall be concealed under a *tactical attachment webbing system*.
- 2.8.2.3. The rear ballistic panel shall provide coverage from a point just below the junction of the neck and shoulders down to the top of the belt line.
- 2.8.2.4. There shall be two panels which provide over-the shoulder ballistic protection without leaving gaps at the top of the shoulder. These panels shall be designed to allow the wearer the ability to adjust the torso length a minimum of three inches (3") [7.62 cm].
- 2.8.2.5. The design shall provide for an option three piece collar system. This collar system shall be either ballistic or non-ballistic.
- 2.8.3. The garment shall incorporate design features which maximize utility and multi-mission capability. There fore the following design features will be included. **Designs which do not provide all listed features as detailed will be rejected from the bid.**
- 2.8.3.1. A modular pouch system to be secured to the garment by means of pull-the-dot-snaps and hook and loop. Each pouch shall be designed to accommodate various equipment and have an internal locking system to secure said equipment. Each pouch shall have an affixed numbered label and direction-pull indicator.
- 2.8.3.2. The design will have an *integrated riflebutt retention system (IRRS)*. The IRRS shall provide for a positive shoulder mount for long guns. The IRRS will incorporate both *Pacskin™* and a molded adjustable riflebutt stop. The stop must be adjustable to a minimum of five different positions and when in use ensure proper weapon placement with a minimum of head movement.
- 2.8.3.3. The design will provide an attachment bar system on the lower back, which will accept various pouches.
- 2.8.3.4. There shall be pockets both front and rear which will accommodate hard armor plates.
- 2.8.3.5. Each vest will be Camelback compatible with wire channels for communications wire routing.

2.9. DRAG STRAP

- 2.9.1. There shall be a drag strap located at the top of the rear panel constructed of nylon webbing MIL Spec W17337 for

down officer extraction. The strap shall have a tensile strength of at least 2200 pounds.

2.10. **BALLISTIC MATERIALS**

- 2.10.1. All materials shall be new, unused and without flaws that affect appearance, durability and function.
- 2.10.2. 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: woven microlaminate Kevlar®, woven Kevlar®, Gold Flex™, Quadralink™ Kevlar®, unidirectional polyethylene, Quadralink™ woven Zylon/Kevlar®, woven microlaminate Zylon and felted Kevlar®. As the department has selected these materials, any bids which represent products manufactured from other materials, **shall 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: woven microlaminate Kevlar®, woven Kevlar®, Gold Flex™, Quadralink™ Kevlar®, unidirectional polyethylene, Quadralink™ woven Zylon/Kevlar®, woven microlaminate Zylon and felted Kevlar®. 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:

Ballistic Package	Model Number	Maximum Weight	Maximum Thickness
Stealth SS	XT3A-2	14.5oz/.90 lbs. sq ft	.215 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:

Ballistic Package	Model Number	Bullet Description	V50 Velocity (Minimum)
Stealth SS	XT3A-2	9mm, 124-grain FMJRN	1737 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 other than American Body Armor must provide NIJ Base Line Test Reports on the following minimum test results:

Ballistic Package	Model Number	Bullet Description	V50 Velocity (Minimum)
Stealth SS	XT3A-2	44 mag. 240-grain JHP	N/A

2.12.6. **Trauma Performance (BFS)**

- 2.12.7. 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:

Threat Level	Model Number	Back Face Signature-9mm (BFS Maximum)	Back Face Signature-44 Mag (BFS Maximum)
Stealth SS	XT3A-2	27.6 mm	41.3 mm

- 2.12.8. 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 Manufacturer
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 200 denier nylon urethane coated for water repellency. Tensile strength (breaking point in pounds) must be a minimum 199.5 lbs. Material shall have no visible fabric or color flaws.

2.15. **LEVEL IV BALLISTIC PLATE**

2.15.1. Scope: This specification describes a hard armor system used to obtain National Institute of Justice Threat Level IV protection. It describes the materials, manufacturing and capabilities of the supplemental armor. The plate is certified and will defeat the 30.06 APM2 round in accordance with the National Institute of Justice (NIJ) Level IV for Standard 0101.04 on a stand alone basis. However, for lifesaving protection it should be used in conjunction with soft body armor.

2.15.2. Composition: The supplemental armor plate is composed of high purity AL203 ceramic with an aramid backing. The plate must be heat formed under pressure to a compound curved shape, which follows the bodies contour.

2.15.3. Materials

- 9mm AL203 ceramic and aramid backing
- Ballistic Covering: the finished plate will be covered with a tactical non-glare 1mm plastic cover. The coating shall be durable and provide protection from environmental conditions.

2.15.4. Weight: Average weight for 10" X 12" plate is 7.2 pounds.

2.15.5. Testing: Verification of ballistic testing conducted under the National Institute of Justice Standards for Threat Level IV armor must be submitted. Test reports from a laboratory accredited to conduct National Institute of Justice testing and certification from the TAPIC program must be submitted.

2.15.6. Size: Special sizes and configurations should be made available.

2.15.7. Prospects: These specifications detail the minimum design and quality acceptable. Improvements may be made as developed to enhance the overall characteristics of the supplemental armor

2.15.8. Warranty: Plate shall be fully warranted for twelve (12) months after the date of purchase against any defects in the material and/or workmanship.

2.16. **VEST COVER**

2.16.1. The outer garment material shall be constructed from a high abrasion resistant 1000-denier cordura fabric.

2.16.2. The inner garment material shall be constructed of rugged diamond rip-stop nylon to prevent chaffing while adding comfort and fit.

2.16.3. No visible fabric or color flaws shall be accepted.

2.17. **ELASTIC WEBBING & SPANDEX SIDE CLOSURE**

2.17.1. The side closures will be of high quality spandex elastic and Velcro, and shall firmly hold the front and rear ballistic panels on vest. The side closures shall be designed to allow the front ballistic panel to overlap the rear panel during normal wear.

2.18. **BALLISTIC PLATE INSERTS**

2.18.1. The vests shall be designed to accommodate Level III and Level IV plate inserts.

2.19. **VEST REQUIREMENTS**

2.19.1. The following items shall be included with each vest. Bidders shall include pricing for each item on the Response Form.

- 2.19.1.1.
- Groin Protector Level IIIA – detachable
 - Throat Protection Panel - detachable
 - Ballistic Upper Arm Protection – Level IIIA
 - Modular Grid (Snap & Velcro) Pocket Attachment System
 - 4 Custom ID Removable Patches displaying "SHERIFF"

2.19.2. Each vest shall have, at a minimum, the following pouches in OD Green, utilizing the modular grid, snap, and Velcro system.

- One double handcuff pouch for standard handcuffs

- One radio pouch for Motorola HT1000
 - One pouch for Streamlight Stinger flashlight
 - One pouch for two-30 round AR-14 Magazines
 - One pouch for duty issued pistol (Glock models 21 and 22)
- 2.19.3. Half of the twelve vests purchased shall have pouches for Double MP-5 magazines.
- 2.19.4. The other half of the twelve vests purchased shall have pouches for 3" shotgun rounds.
- 2.20. **COLOR**
- 2.20.1. Each vest shall be made available to members of this agency in OD Green.
- 2.21. **QUALITY CONTROL**
- 2.21.1. 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.
- 2.21.2. 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.
- 2.21.3. 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.
- 2.22. **SERIAL NUMBERS**
- 2.22.1. 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.
- 2.22.2. 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.
- 2.23. **LOT TESTING**
- 2.23.1. 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.
- 2.24. **MEASUREMENT AND FITTING**
- 2.24.1. **Custom Measuring** - Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:
- 2.24.2. The side edges of the front and back ballistic panels shall meet or overlap
- 2.24.3. Each vest shall utilize a multi-directional size adjustment system.
- 2.24.4. 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.
- 2.24.5. 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.
- 2.24.6. 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.
- 2.24.7. **The selected bidder must have a manufacturer armor-sizing program (Size Right™) that utilizes certified factory representatives and distribution-trained personnel to properly size armor.**
The Size Right™ 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 Right™ 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 Right™ Technician" status. **Any bidder other that American Body Armor must show proof of such a program at time of the bid. Those bidders without a certified sizing program will be rejected.**
- 2.25. **FIT AND ALTERATION POLICY**
- 2.25.1. 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.

2.26. **PRE-AWARD AND RETEST POLICY**

- 2.26.1. 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. A Protech Armored Products representative shall witness all testing.
- 2.26.2. Protech Armored Products encourages valid body armor testing for the purpose of acceptance testing, confirmation of required performance, and used body armor evaluations. For these purposes, Protech Armored Products *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 those used in the NIJ Standard 0101.04 for the threat level armor being tested. A Protech Armored Products representative shall witness all testing.
- 2.26.3. 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 of any edge nor two (2) inches 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.
- 2.26.4. Prior to each shot, the panel will be placed flat against the clay backing material. The sample size shall be no smaller than size 46/48 or equal for male vest and size 42/44 or equal for female vest. Vest samples used in testing must be wearable and in suitable condition, free from abuse.
- 2.26.5. For each NIJ ammunition type for a particular level, the V50 Ballistic Limits shall be no lower than the allowable highest NIJ test velocity. In addition there shall be no complete penetration lower than the highest NIJ test velocity.

2.27. **PRODUCT LIABILITY INSURANCE**

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

2.28. **WARRANTY**

- 2.28.1. Ballistic Panels: For five (5) years after date of purchase the manufacturer warrants the ballistic panels against defects in materials and workmanship. If ballistic testing is performed during this period, it shall be in accordance with STD-622E as described in section 22 of this document.
- 2.28.2. The alteration of ballistic panels in any way shall render the warranty null and void. Covers shall be fully warranted for twelve (12) months after the date of purchase against any defects in the material and/or workmanship.

2.29. **PACKAGING**

- 2.29.1. All soft body armor shall be packaged and shipped consistent with good commercial practices.
- 2.29.2. Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.
- 2.29.3. 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.
- 2.29.4. All soft body armor shall be packaged and shipped consistent with good commercial practices.

2.30. **FINANCIAL DATA**

- 2.30.1. 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. Any manufacturers which are currently in Chapter 11 shall be rejected.

2.31. **DOCUMENTATION**

- 2.31.1. 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:
- 2.31.1.1. Models made by manufacturers other than Protech Armored Products must be clearly identified and shall include the following:
- Full product description
 - Complete bid sample
 - Drawings and/or photographs
 - Technical specifications
 - A list of at least five (5) law enforcement agencies currently using that model
- 2.31.1.2. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.

- 2.31.1.3. NIJ 0101.04 Certification and test reports from an accredited laboratory.
- 2.31.1.4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
 - Test reports must be submitted for the entire ballistic package.
 - Test reports must be submitted for incoming materials which are utilized in the ballistic package.
- 2.31.1.5. The ability to trace serial numbers.
- 2.31.1.6. The layer count of the vest must be uniform throughout the entire ballistic package. If not, test reports must be submitted for the vest utilizing the least amount of layers.
- 2.31.1.7. Quality Control Procedures.
 - Incoming materials
 - Lay-up configuration
 - In-process configuration
 - Testing verification
 - Inspection of ballistic panel stitching
 - Random final product inspection and continuous in-process surveillance
 - Quality Assurance training and indoctrination Quality Control Procedures.
- 2.31.1.8. Product Liability Insurance providing a minimum coverage of \$20,000,000.
- 2.31.1.9. Documentation stating a 5-year ballistic package warranty.
- 2.31.1.10. Documentation stating a 12-month cover warranty.
- 2.31.1.11. Certified financial statement for 2004.
- 2.32. **DESIGNEE** – Boone County Sheriff’s Department, Leasa Quick, 2121 County Drive, Columbia, MO 65202. Phone: 573-875-1111 ext. 6249
- 2.32.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymmo.org
- 2.33. **DELIVERY** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
- 2.33.1. **Delivery Terms:** FOB Destination – Inside Delivery - Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.33.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's 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. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 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** – The County reserves 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** – The County reserves the right to reject any or all Responses. Minor irregularities or informality 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** – The County's 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** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **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) _____

4.7. **PRICING**

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
4.7.1. Tactical Body Armor Vests – Protech Armored Products Stealth Series for NIJ 0101.04 Threat Level IIIa or Equivalent	\$ _____	12	\$ _____
4.7.2. Groin Protector Level IIIA-Detachable	\$ _____	12	\$ _____
4.7.3. Throat Protection Panel-Detachable	\$ _____	12	\$ _____
4.7.4. Ballistic Upper Arm Protection-Level IIIA	\$ _____	12	\$ _____
4.7.5. Modular Grid (Snap & Velcro) Pocket Att. System	\$ _____	12	\$ _____
4.7.6. 4 Custom ID Removable Patches displaying "SHERIFF"	\$ _____	12	\$ _____
4.7.7. 6 pouches as identified in sections 2.18.2. through 2.18.4.	\$ _____	12	\$ _____
4.7.8. Ballistic Plates	\$ _____	24	\$ _____
4.7.9. GRAND TOTAL			\$ _____

PLEASE REMEMBER TO ATTACH 3 COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS. A SAMPLE VEST MUST BE INCLUDED WITH THE BID SUBMISSION.

4.8. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

4.8.1. Authorized Representative (Sign By Hand):

_____ Date: _____
Print Name and Title of Authorized Representative

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10. Delivery ARO: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Buyer
573/886-4392 - 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 Quotation 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 quotation 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.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

ATTACHMENT A

**SPECIFICATIONS
FOR PURCHASE OF TACTICAL BODY ARMOR
TAC 6 PLUS™ HP**

STEALTH Series

PROTECH Armored Products

NIJ 0101.04

Level IIIA

Ballistic Package	Stealth SS
Model	XT3A-2
Ballistic Material	Goldflex™, Spectra Plus™, Quadralink™ Kevlar®
NIJ Level	3A
Weight [lbs. per sq. ft]	.90
Thickness [inches]	.215
V50-9mm [fps]	1737
V50 [fps]	N/A
Cert BFS Average-9mm [mm]	27.6
Cert BFS Average [mm]	41.3 [44 mag]
<i><u>Abbreviated NIJ Testing of additional Threats</u></i>	
NIJ Level	3A
Special Threat Testing	N/a

Boone County Purchasing
Heather Turner
Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 44-12JUL05

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

(Fold Here Second – Then Seal With Tape)

Boone County Purchasing Department
601 E. Walnut Street, Room 209
Columbia, MO 65201-4460

Place
Stamp
Here

Boone County Purchasing Department
601 E. Walnut Street, Room 209
Columbia, MO 65201-4460

Bid Number: 44-12JUL05

Vendor Name: _____

(Fold Here First)