



PURCHASING DEPARTMENT
County Of Hidalgo

January 11, 2008

E-08-064-01-22

David Mitrani, Sales Representative
Lone Star Uniforms, Inc.
8430 North Sam Houston Parkway W
Houston, Texas 77064

Via Fax (832) 237-8008

Re: **Extension of Contract No. E-06-455-12-19-Hidalgo County-Bullet Proof Vests (Armor)**

Dear Mr. Mitrani:

Commissioners' Court will take applicable action (Tuesday, January 22, 2008) in connection with the Hidalgo County's option to extend/renew for the **(second year) of the two (2) one (1) year extension** as stated in the current contract in place under the same rates, terms and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, January 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: *[Signature]* Date: 1/11/2008

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

[Signature]
Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

*Faxed
1/11/08
5:40 PM
ML*

AI-7470

31.A.0.

**Hidalgo County-Extension-Lone Star Uniforms-E-06-455-12-19
CC REGULAR**

Date: 01/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the (second year) of the two (2) additional one (1) year extension as provided in current contract for "Bullet Proof Vests (Armor)" for Hidalgo County, under the same rates, terms and conditions with Lone Star Uniforms, Inc.

BACKGROUND

Letter of Extension

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-0-010-611
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-290-0-010-611
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [Hidalgo County-Extension-Lone Star Uniforms-E-06-455-12-19](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	01/11/2008 02:24 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			

Form Started By: Letty Saenz Started On: 01/11/2008 02:24 PM

REQUIREMENTS AGREEMENT

C-06-013-01-17

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 17, 2006** by and between **Lone Star Uniforms, Inc.**, a Texas Corporation, ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **Hidalgo County - "Bulletproof Vests (Armor)"** [commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period commencing **January 17, 2006** to **December 31, 2006** with the County's option to renew two (2) additional one (1) year term based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Bulletproof Vests (Armor)"** in the areas of **Hidalgo County** projects for a period commencing **January 17, 2006** to **December 31, 2006** with the County's option to renew two (2) additional one (1) year term based on the prior year's performance evaluation and contingent upon cost remaining unchanged; and/or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Lone Star Uniforms, Inc.
Attention: David Mitrani
8430 N. Sam Houston Parkway W.
Houston, Texas 77064

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

- g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.


(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, JANUARY 17, 2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By 

HIDALGO COUNTY

By: 
Ramon Garcia, County Judge

ATTEST:


Eddy Trevino, Hidalgo County Clerk

Approved by Commissioners' Court
on 1-17-06 ah

COMPANY:

LONESTAR UNIFORMS, INC.

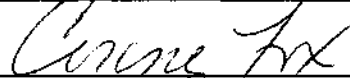
By: 
Printed Name: Corine Fox
Title: President

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY BULLETPROOF VESTS (ARMOR) BID NO.: 06-013-01-04ROL

SPECIFICATIONS

Level II and IIIA BULLETPROOF VESTS (ARMOR)

1. SCOPE

Hidalgo County is looking to contract with a qualified vendor that meets or exceeds all specification, terms and conditions for the purchase on an **"As Needed Basis"** of Bulletproof Vests (Armor). The product specification details the style and quality of **concealable bulletproof vests** intended for use by male or female members. 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.

Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders **must include** full product description, a complete bid sample, male and female or drawings and/or photographs and technical specifications.

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.

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 2005 (effective 9-26-2005), **Ballistic Resistance of Police Body Armor**, for Type II and IIIA armor, shall be submitted under this specification, no exceptions.

Vests are not to contain Poly-P-Phenylene commonly known as PBO or Zylon.

2. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, Standard NIJ 2005 (effective 9-26-2005), Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test For Armor
4. ASTM D 6193, Standard Practices for Stitches and Seams.
5. ANSI/ASQC - Q9000 Quality Standard, dated August 1, 1994

Requirements of this specification shall take precedence over the above referenced standards and specifications.

3. PURCHASE REQUIREMENTS

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 or have a sales representative **made available** to measure at each County department.

4. SPECIFIC QUANTITY

Hidalgo County 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.

5. DESIGN REQUIREMENTS

The Intended use of the bulletproof vests (armor) detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an **undergarment**.

The bulletproof vests (armor) shall be designed to provide:

1. Light and thin NIJ certified armor in Level II and IIIA.
2. A high degree of concealment and comfort.

3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide resistance against the labeled projectiles in accordance with the NIJ 2005 (effective 9-26-2005).

6. GENERAL DESIGN

The ballistic panels of bulletproof vests (armor) meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The bulletproof vests (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 Level II and IIIA, (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.

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two Neoprene® elastic shoulder straps (equal or better) at the shoulders and four removable 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.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability 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.

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. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral shoulder-strap suspension system. The suspension system must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of bulletproof vest (armor) shall include the following:

1. One (1) set of ballistic panels.
2. Integral shoulder strap suspension system
2. One (1) complete SS1 Super-Suede Micro-Fiber - Body Sensor™ comfort mesh washable carrier (equal or better).
3. One (1) Trauma Reduction inserts.

7. BALLISTIC PANEL MATERIALS

Vests are not to contain Poly-P-Phenylene commonly known as PBO or Zylon.

All materials shall be new, unused and without flaws that affect appearance, durability and function. No other ballistic material shall be used especially PBO or Zylon.

As the department has selected to exclude these materials, any bids, which represent products manufactured from other materials, shall be rejected.

8. PANEL CONSTRUCTION

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.

It is the intent of Hidalgo County 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 15.7 oz. (.98 lbs.) per square foot for NIJ level IIIA and 12" x 12" (one square foot), must not exceed 13.3 oz. (.83 lbs.) per square foot for NIJ level II.

9. BALLISTIC PANEL PERFORMANCE

V50 Performance

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 2005 (effective 9-26-2005) 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 2005 (effective 9-26-2005). 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.

Test reports submitted by the bidder shall reflect the following minimum test results for a 1.) 15.7 oz. (.98 lbs.) and 2.) 13.3 oz. (.83 lbs.) per square foot test sample.

1.) **Bullet** 9mm
1648 fps

2.) **Bullet** 9mm
1643 fps

Bid submissions, which do not include required V50 reports shall be rejected.

Trauma Performance (BFS)

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 2005 (effective 9-26-2005) certification test reports shall reflect BFS no higher than:

Level II

<i>Bullet</i>	<u>9mm</u>	<u>357 Mag.</u>
Male avg. wet testing	30 mm	37 mm

Level IIIA

<i>Bullet</i>	<u>9mm</u>	<u>44 Mag.</u>
Male avg. wet testing	33 mm	41 mm

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

10. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All bulletproof vests (armor) shall be labeled in strict adherence to the labeling requirement set forth in NIJ 2005 (effective 9-26-2005). The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 (effective 9-26-2005)
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

11. BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% 200 denier, type 6.6 nylon treated for fabric protection and water repellency with a minimum pick count of 60 X 50 and a nominal weight of 3 oz. Per Sq. Yard. The material shall have no visible fabric or color flaws.

12. VEST OUTER CARRIER MATERIAL

Removable Carrier- Super-Suede Micro-Fiber with Body Sensor™ comfort Mesh

The outer machine washable carrier shall be removable from the ballistic panels for laundering and shall consist of Body Sensor™(equal or better) comfort mesh on the body side and Super-Suede Micro-Fiber(equal or better) on the exterior. The body side shall be manufactured from 100% Body Sensor™(equal or better) comfort mesh. 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 taking place, resulting in a less clammy feel to wearer. Moisture transmitted must not inhibit breath ability.

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 Super-Suede Micro-Fiber (equal or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

This purchase description document establishes the design, fabrication, quality assurance, and delivery requirements for bullet-resistant garments. It describes a lightweight, small-arms protective undergarment having removable front and back torso bullet-resistant inserts.

Configuration

Carrier

Male

The overall design of the vest shall be a modified undershirt type. The vest shall be of a slipover construction and shall be adjustable in the chest, waist, and shoulders. The vest shall be in two (2) parts: an outershell (carrier) and snug-fitting inserts comprising the bullet-resistant component (ballistic panel). The ballistic component must be removable to enable laundering of the outershell (carrier). The neck cutout shall be relieved so that the vest is not visible at the open throat of the uniform shirt on a standing officer when the collar is unbuttoned and without a tie. The vest shall be sufficiently relieved in the arm opening so as not to restrict the officer's movements when driving a car or in the combat-pistol firing stance with a two-hand grip. Relief under the arms shall be such that the vest does not ride up and chafe the wearer under the arms. The bulletproof vest (armor) shall provide front, back and side protection.

Female

In addition to 2.1.1, ballistic carriers must be designed to contain ballistic components which have allowances for bust configuration. Female vests which do not have allowances for bust configuration shall be disqualified.

On both male and female outershells the following additions shall be provided: Front Panel shall have an opening at each shoulder to allow a two (2) inch wide Neoprene strap attached to the front ballistic panel to pass through. The receiver deck at the shoulder will be stitched completely through the ballistic panel. Rear panel shall have an opening at each shoulder to allow a two (2) inch wide elastic strap attached to the rear ballistic panel to pass through. The receiver deck at the shoulder will be stitched completely through the ballistic panel. At each side edge, the rear outershell will be attached by a 4" wide strap to connect in the front of the wearer. After the cummerbund is attached to the wearer, the front panel is attached to the rear panel by means of the side strapping system.

Steel Trauma Insert

Each vest will include a 5" x 8" (size permitting) steel trauma insert. The insert shall be completely encapsulated both front and back, with a protective covering. There shall be a pouch for insertion of the trauma insert on the ballistic panel covering (space permitting).

Vest Suspension

The vest shall incorporate a strapping system that will keep ballistic panels from sagging inside of the outershell. This strapping will also aide in keeping the ballistic panels in position after a ballistic impact.

The vest shall be sewn in such a manner to assimilate torso contours.

The rear outershell shall contain an elastic belt with hook and loop fasteners that securely position the rear panel independent of the front panel.

The shoulder strapping fasteners shall be neoprene construction and easily removable and replaceable.

Stabilization Loop

A stabilization loop shall be stitched to the front ballistic panel extending through the outershell. The stabilization loop is comprised of tubular elastic cord and attaches around the trouser button to ensure the ballistic panels remain in place during all types of motion.

Sizes

Vests are to be fitted to the individual wearer in accordance with generally accepted sizing practices. Measurements shall be taken at locations to be advised by Hidalgo County on an **As Needed Basis**.

Size, Identification & Instruction Label

Each ballistic panel and carrier shall be labeled in accordance with the requirements of NIJ 2005 (effective 9-26-2005).

Non-Ballistic Materials

All materials shall be as specified herein:

Ballistic Covering - Nylon

Each ballistic panel shall be covered in 100% 200 denier, type 6.6 nylon fabric protection and water repellency with a minimal pick count of 60 x 50, and a nominal weight of 3 oz. per square yard. The material shall have no visible fabric or color flaws.

Vest Outer Carrier Material

The outer carrier shall be removable from the ballistic panels for laundering and shall consist of Body Sensor™(equal or better) comfort mesh on the body side and Super-Suede Micro-Fiber polyester fabric(equal or better) on the exterior. The body side shall be manufactured from 100% Body Sensor™(equal or better) comfort mesh.

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 taking place, resulting in a less clammy feel to wearer. Moisture transmitted must not inhibit breath ability.

The 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 100% 150-denier polyester micro-fiber with a minimum pick count of 100 X 78 and a nominal weight of .63 oz. per square foot. In addition, the micro-fabric shall have an air permeability rate of no less than 12.8 cfm. All fabrics shall have no visible fabric or color flaws.

Elastic

The elastic for the side closure straps shall be approximately two (2) inches wide and of good commercial quality. Color shall be similar to outershell.

13. SERIAL NUMBERS

Each bulletproof vest (armor) delivered shall have an individual serial number. Each serialized bulletproof vest (armor) shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the bulletproof vest (armor) serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

14. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on a clay backing which meets the requirements of NIJ 2005 (effective 9-26-2005) for backing material.

15. MEASUREMENTS AND FITTING:

Custom Measuring

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

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. 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.
3. 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.

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

16. FIT AND ALTERATION POLICY

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

17. PRE-AWARD TESTING POLICY

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 armor submitted to verify strict compliance with these specifications. The County may perform V₅₀ Ballistic Limit Testing in strict accordance with MIL-STD-662F.

The sample size shall be size 46/48 or larger for male vest and size 42/44 or larger for female vest. Vest samples shall be **new and in unused condition** for acceptance testing.

18. PACKAGING

All bulletproof vests (armor) shall be packaged and shipped consistent with good commercial practices.

Shipping Cartons: The bulletproof vests (armor) shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

19. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers 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. NIJ 2005 (effective 9-26-2005) Certification and test reports from an accredited laboratory for the vest being certified.
4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
 - a. V50 test reports must be submitted for the ballistic package.
 - b. V50 test reports must be submitted for incoming materials, which are utilized in the ballistic package.
5. 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
7. Documentation stating a 5-year ballistic package warranty.
8. Documentation stating a 24-month outer-shell cover warranty.

Technical Specifications Level II

Bulletproof vests (armor) (equal or better)

Ballistic Material Woven Aramid – Aramid UD (equal or better)

NIJ Level II

Weight 13.2 Oz. / .83 lbs. Sq. Ft.

Thinness .170 inches

V50 9mm 1643 fps

Certification BFS Avg. - 9mm 30 mm

Certification BFS Avg. – 357 Mag. 37 mm

Technical Specifications Level IIIA

Bulletproof vest (armor) (equal or better)

Ballistic Material Woven Aramid – Aramid UD (equal or better)

NIJ Level IIIA

Weight 15.7 Oz. / .98 lbs. Sq. Ft.

Thinness .260 inches

V50 9mm 1648 fps

Certification BFS Avg. - 9mm 33 mm

Certification BFS Avg. – 44 Mag. 41 mm

TERMS AND CONDITIONS

1. THE INITIAL TERM OF THIS CONTRACT WILL BE FOR A PERIOD COMMENCING UPON APPROVAL OF COMMISSONER'S COURT THRU DECEMBER 31, 2005 WITH THE COUNTY'S OPTION TO EXTEND THE CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS BASED ON PRIOR YEAR'S PERFORMANCE EVALUATION AND UNDER THE SAME RATES, TERMS AND CONDITIONS.
2. HIDALGO COUNTY RESERVES THE RIGHT TO SEEK PURCHASES FOR "BULLETPROOF VESTS (ARMOR)" FROM STATE CONTRACTS WHENEVER IT IS IN THE BEST INTREST TO DO SO.
3. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS BID FOR AN ADDITIONAL SIXTY (60) DAYS GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW BID FOR NEXT CONTRACT TERM.
4. THE INSURANCE REQUIREMENTS FOR THIS PROJECT IS GENERAL LIABILITY AND AUTOMOTIVE INSURANCE WORKERS COMPENSATION WILL BE REQUIRED IF THE BIDDER WILL BE UTILIZING COMPANY OWNED DELIVERY TRUCK (S) FOR DELIVERY. (REFER TO EXHIBIT "C" FOR LIMITS).
5. THE CONTRACT FOR THIS PROJECT WILL BE USED BY ANY HIDALGO COUNTY LAW ENFORCEMENT ENTITY.
6. ALL PURCHASES OF BULLETPROOF VEST (ARMOR) WILL BE ON "AN AS NEEDED BASIS" ONLY. THERE IS **NO GUARANTEE** ON PURCHASING VOLUME.
7. AWARDED VENDOR WILL DELIVER THE BULLETPROOF VESTS (ARMOR) WITHIN THIRTY (30) TO SIXTY (60) DAYS FROM ORDERS BEING PLACED.

ADDITIONAL INSTRUCTIONS, REQUIREMENTS, SPECIFICATIONS AND INFORMATION:

8. THE AWARDED VENDOR WILL HAVE A REPRESENTATIVE MADE AVAILABLE TO MEASURE ANY AND/OR ALL PARTICIPATING COUNTY DEPARTMENTS.
9. BIDDER WILL MAKE AVAILABLE A SAMPLE OF THE BULLETPROOF VEST (ARMOR) BEING PROPOSED MUST BE SUBMITTED AT NO CHARGE TO THE COUNTY WITH THE BID FOR REVIEW AND INSPECTION BY THE HIDALGO COUNTY. ARRAGMENTS WILL BE MADE WITH THE VENDOR TO RETURN ALL BULLETPROOF VESTS (ARMOR) AT NO CHARGE TO THE COUNTY.

10. ALL BID PRICES FOR ITEMS SHALL TAKE INTO CONSIDERATION SHIPPING AND HANDLING COSTS (ALL EXTRA CHARGES), ON BULLETPROOF VESTS (ARMOR) AND ANY OTHER ITEMS MENTIONED IN THE SPECIFICATIONS AS PART OF THE FIXED ITEM PRICE.

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES, BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS BE ADDRESSED TO, MARTHA L. SALAZAR CPPB, PURCHASING AGENT, 100 E CANO ST. 4th FLOOR, EDINBURG, TEXAS 78539. **TELEPHONE CALLS WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, December 28, 2005, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., **Friday, December 30, 2005.**

EXHIBIT "B"
VENDOR'S BID PRICE

EXHIBIT "B"

HIDALGO COUNTY
 "BULLETPROOF VESTS (ARMOR)"
 BID NO. 06-013-01-04ROL

LONESTAR UNIFORMS, INC.
 8430 N. SAM HOUSTON PARKWAY W.
 HOUSTON, TX 77064

BID PAGE

	BID PRICE
1. LEVEL II VEST (MEN)	SM TO XL \$ 415. ⁰⁰
	2XL TO 6XL \$ 450. ⁰⁰
2. LEVEL II VESTS (WOMEN)	SM TO XL \$ 415. ⁰⁰
	2XL TO 6XL \$ 450. ⁰⁰
3. LEVEL IIIA VESTS (MEN)	SM TO XL \$ 475. ⁰⁰
	2XL TO 6XL \$ 520. ⁰⁰
4. LEVEL IIIA VESTS (WOMEN)	SM TO XL \$ 475. ⁰⁰
	2XL TO 6XL \$ 520. ⁰⁰

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES.

BIDDER/COMPANY NAME:

ADDRESS:

LONESTAR UNIFORMS, INC.
 8430 N. SAM HOUSTON PARKWAY W.
 HOUSTON, TX 77064

CITY/STATE/ZIP CODE:

PHONE #: (832) 237-8000

FAX NO.: (832) 237-8000

AUTHORIZED SIGNATURE:

David Mitrani

PRINTED NAME:

DAVID MITRANI

TITLE:

Sales Rep.

X-134
 FILED
 10:01 O'CLOCK AM
 JAN - 4 2006
 EDDY TREVIÑO, COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY: *[Signature]* DEPUTY

LONESTAR UNIFORMS, INC.
 8430 N. SAM HOUSTON PARKWAY W.
 HOUSTON, TX 77064

NOTE: Samples of Vest Being Sent Separately

EXHIBIT “C” INSURANCE REQUIREMENTS

ACORD - CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 3/3/2008
POLICY NUMBER GREEN FOSTER AGENCY 1842 SNAKE RIVER ROAD STE A KATY, TX 77449 (281) 206-2392		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED LONE STAR UNIFORM, INC. VERNON AND CORINE FOX PO BOX 692304 HOUSTON, TX 77269		
INSURERS AFFORDING COVERAGE		
INSURER A	BARCO SELECT INSURANCE CO	
INSURER B	HARTFORD INSURANCE CO	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRES DATE (MM/DD/YY)	POLICY EXPIRES DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> FULLY <input type="checkbox"/> PROP. <input type="checkbox"/> LUL	01CE15808510-08	03/26/08	03/26/09	EACH OCCURRENCE \$1,000,000 F&B (LIMITED) (Any amt per) \$ 500,000 MED EXP (Any amt per/yr) \$ 1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> BORROWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01CE15808510-08	03/26/08	03/26/09	COMBINED SINGLE LIMIT (Per Occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	RECREATION LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CONDUCTIBLE NO LIMITS \$				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	61WEQKUS485	03/26/08	03/26/09	<input checked="" type="checkbox"/> NO STATUTE LIMITS E.L. EACH ACCIDENT \$500,000 E.L. INCREASE BY EMPLOYER \$500,000 E.L. DISEASE POLICY LIMIT \$500,000
	OTHER				

DESCRIPTION OF OPERATIONS/EXCLUSIONS/OTHER EXCLUSIONS AS SET BY ENDORSEMENT/SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	ADDITIONAL INSURED INSURER LETTER:	CANCELLATION
HIDALGO COUNTY 100 E. CANO ST., 4TH FLOOR EDINBURG, TX 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL UNDERTAKE TO MAIL _____ 30 _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. SUCH FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE: <i>Renee Gage</i>

ACORD 25-B (7/97)

ACORD CORPORATION 1998

ATTN: LETTY
 956-292-7612