



March 2, 2016

Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

David Mitrani, Sales Representative  
**LONE STAR UNIFORMS, INC.**  
8430 N. Sam Houston Pkwy West  
Houston, Texas 77064  
P (832) 237-8000 C (713) 502-6742 F (713) 518-0698

via email: [mitrani-david@galls.com](mailto:mitrani-david@galls.com)

Re: **HB Form 1295 Required/SIXTY (60) DAY Extension Notice**  
Contract# **E-15-052-01-20-(C-12-016-03-20)-PURCHASE of NEW BULLETPROOF VESTS (SOFT BODY ARMOUR) for HIDALGO COUNTY**

Dear Mr. Mitrani:

Be advised, that County has chosen the option to exercise the Sixty (60) Day grace period, under the same rates, terms and conditions with **Lone Star Uniforms, Inc.** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-15-052-01-20**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on March 7, 2016**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: [Leticia.saenz@co.hidalgo.tx.us](mailto:Leticia.saenz@co.hidalgo.tx.us) **by no later than Friday, March 4, 2016**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us) by no later than date reflected above.

By:   
Authorized Representative – Lone Star Uniforms

Date: 3/4/16

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,  
  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/lhs  
Enclosures



# CERTIFICATE OF LIABILITY INSURANCE

9/30/2016

DATE (MM/DD/YYYY)  
9/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Liberty Insurance Corporation		42404
INSURER C: Indian Harbor Insurance Company		36940
INSURER D: Chubb Custom Insurance Company		38989
INSURER E:		
INSURER F:		

INSURED  
1345090 Lone Star Uniforms, LLC  
c/o Galls, LLC  
1340 Russell Cave Road  
Lexington KY 40505

COVERAGES CERTIFICATE NUMBER: 13196266 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	TB7-Z11-261104-035	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> Coll: \$1,000	N	N	AS2-Z11-261104-025	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	SXS0046676	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC7-Z11-261104-015	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella	N	N	79939850	9/30/2015	9/30/2016	Limit: \$15,000,000; XS \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Contract #C-12-016-03-20. Hidalgo County is listed as Additional Insured on the General Liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

13196266

Hidalgo County  
Purchasing Department  
2812 S. Business Hwy. 281  
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Galls dba Lone Star Uniforms  
 Houston, TX United States

Certificate Number:  
 2016-21830

Date Filed:  
 03/04/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 County of Hidalgo


Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 E-15-052-01-20  
 PURCHASE OF NEW BULLET PROOF VESTS (SOFT BODY ARMOR)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 E-15-052-01-20  
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			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

E-15-052-01-20



**Hidalgo County Purchasing Department**  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

January 15, 2015

Corine Fox, President  
Vernon Fox, Vice President  
**LONE STAR UNIFORMS, INC.**  
8430 N. Sam Houston Pkwy West  
Houston, Texas 77064  
P (832) 237-8000 F (713) 518-0698

via email [corine@lonestaruniforms.com](mailto:corine@lonestaruniforms.com)  
via email [Vernon@lonestaruniforms.com](mailto:Vernon@lonestaruniforms.com)

**Re: Extension/Renewal Notice for: Contract No. E-14-104-03-18 (C-12-016-03-20) -"PURCHASE of NEW BULLETPROOF VESTS (SOFT BODY ARMOUR)" (on an as needed basis) for HIDALGO COUNTY**

Dear Mr. & Mrs. Fox:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **Second (2<sup>nd</sup> & FINAL) Year** of the **additional two (2) one (1) year periods** as provided in your current Requirements Agreement (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us) immediately in order to meet the agenda request form deadlines.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corine Fox, Owner/President (or) Vernon Fox, Vice President

***Additionally, we are requesting your company provide us with an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals and/or Statements of Qualifications).***

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 Ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file



**SPECIAL MEETING - January 20, 2015**

**BE IT REMEMBERED**, that on this 20th day of January A.D., 2015, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA

HIDALGO COUNTY JUDGE

HONORABLE A.C. CUELLAR, JR.

COMMISSIONER, PRECINCT NO. 1

HONORABLE EDUARDO "EDDIE" CANTU

COMMISSIONER, PRECINCT NO. 2

HONORABLE JOE M. FLORES

COMMISSIONER, PRECINCT NO. 3

HONORABLE JOSEPH PALACIOS

COMMISSIONER, PRECINCT NO. 4

and **ARTURO GUAJARDO, JR.**, COUNTY CLERK & EX-OFFICIO CLERK OF THE **COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA**  
**CC REGULAR CONSENT**  
**COMMISSIONERS' COURT**  
**January 20, 2015**  
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC**  
**CONSENT AGENDA**

**The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.**

**On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of Items 12.E.1, 12.F, 12.T, and 12.V to be pulled for discussion.**

**Vote: 5 - 0 - Unanimously**

1. **AI -48191 Approval of check register and payment of claims and bills -**  
(Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
2. **2014 Intradepartmental transfers:**
  - A. **AI -48147** 2014 - District Attorney's Office - DA Bad Check (1222)
  - B. **AI -47965** 2014 - Tax Office (1100)
  - C. **AI -48156** 2014 - Pct.1 C.O.'s (1303)
  - D. **AI -48119** 2014 - Pct.1 BCAP (1312)
  - E. **AI -48084** 2014 - Elections (1100)
  - F. **AI -48137** 2014 - Pct. 4 Sanitation (1100)

- A. **AI -47976** 1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of November 2014.
- 2. Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

**11. Budget & Management:**

- A. **AI -47844** 1. Approval of reimbursement in the amount of \$542,088.58 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 12/20/14 to 12/31/14.

12/20-26/14	\$365,939.83
12/27-31/14	\$176,148.75
<b>TOTAL</b>	<b>\$542,088.58</b>

- 2. Approval of wire transfer to cover claims paid.

- B. **AI -47945** Self-Insured (2202)  
 Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 12/16/2014-12/31/2014 in the amount of \$30,362.56 and requesting approval of wire transfer.

**12.**

**Purchasing Dept:**

**Notes:**

**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

- A. **AI -47964** Approval to declare as "surplus" (for the purpose of destruction) Bullet-Proof Vest from HIDTA Task Force inasmuch as Bullet-Proof Vest cannot be re-cycled (with approval for said disposition through the HC Sheriff's Department).
- B. **AI -47972** Requesting authority to advertise and approval of procurement packet (i.e., legal notice, specifications, draft contract etc.,) as attached hereto for: Hidalgo County - **"Drug & Alcohol Testing for H. C. Employees" - RFB 2015-022** including the re-advetisement of project in the event no bids are received & project is still required.

- C. AI -47973** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc) as attached hereto for: Hidalgo County (All funding sources, programs & entities) - " Type D Hot Mix Asphalt (Gravel & Limestone)" -RFB No.: 2015-026-00-00-SGS. Including the re-advertising of project in the event "no Bid" responses are received and/or are rejected and project is still required.
- D. AI -47681** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc)as attached hereto for: Hidalgo County-"Pipes"-RFB: 2015-013-00-00-MEG. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.
- E. AI -48093** 1. Authority to exercise the fourth (4th) year of the additional nine (9) one (1) year option to extend/renew as provided in the current lease agreement in connection to contract# E-14-075-02-25 (C-11-026-03-21) with O.E. INVESTMENTS, LTD., for the purposes of the: "Lease of Tower Space" for the Hidalgo County Sheriff's Office, effective, 03/01/15.

Mr. Eufrazio, County Auditor had a concern over the vendor not providing their current insurance. Mrs. Salazar stated they would not execute the contract without having received the acord insurance form from the vendor, yet Mr. Eufrazio noted that the vendor continues services even if the new contract is not executed and/or not having provided updated insurance documents. Mrs. Salazar stated that is a risk that must be taken in order to avoid a lapse in services because of importance of the particular service. She stated that staff does their due diligence to obtain all required documentation.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

2. Authority to exercise the first (1st) year of the additional two (2) one (1) year options to extend/renew as provided in the current agreement (under the same rates, terms and conditions) in connection to contract# C-14-018-03-05 with PURPOSE POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC for the purposes of: "Polygraph Examiner for (Pre-Employment, Criminal, Suitability)" for the Hidalgo County Sheriff's Office, effective, 03/05/15.

3. Authority to exercise the first (1st) year of the additional two (2) one (1) year options to extend/renew as provided in the current agreement (under the same rates, terms and conditions) in connection to contract# C-14-001-02-11 with SOUTH TEXAS COMMUNICATIONS, INC., for the purposes of: Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment (on an as needed basis) for Hidalgo County Sheriff's Office, effective, 03/12/15.

**APPROVED**

4. Authority to exercise the second (2nd & Final) year of the additional two (2) one (1) year option to extend/renew as provided in the agreement (under the same rates, terms and conditions) in connection to contract # E-14-104-03-18 (C-12-016-03-20) with LONESTAR UNIFORMS, INC. for the purposes of the

"Purchase of New Bullet Proof Vests (Soft Body Armour)" for Hidalgo County Sheriff's Office, effective, 03/24/15.

- F. **AI -48092** Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Workers' Compensation Loss and Funding Projects Actuarial Study.

Mr. Eufrazio stated the contract did not have legal approval, but Mrs. Salazar explained that it is a draft agreement that is included in the a procurement packet. She stated that they will not distribute packets until legal counsel has reviewed them.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

- G. **AI -48081** 1. Correction of VENDOR/CONTRACTOR NAME under AI-47373 (CC approved 12-02-14) of a copier lease agreement with (DIR) Department of Information Resources awarded vendor identified as, Kyocera Mita America, Inc. / Nevill Business Machines, Inc., DBA: Nevill Imaging Solutions-contract #DIR-SDD-1664 (w/PO #718001) **to CORRECT NAME OF, Kyocera Document Solutions America, Inc.** / Nevill Business Machines, Inc., DBA: Nevill Imaging Solutions as per confirmed on attached W-9 & official name change notification for Kyocera.

2. Approval of Appendix D to DIR Contract No. DIR-SDD-1664 as required by contract Page 4 Section 7.B. - Service Agreement (CC lease approval of 12-02-14) including authority to execute document and processing of 2015 fiscal year's requisition #268578.

- H. **AI -48078** Requesting authority to exercise the **sixty (60) day** grace period extensions as provided in current agreements for the provision of Title Report Services:

1. Contract #**E-14-039-01-28** (C-12-013-02-21) with **Jorge A. Lopez** d/b/a **South Texas Land Investigations;**
2. Contract #**E-14-039A-01-28** (C-12-013A-02-21) with **Valley Land Title Company, LTD** d/b/a **Valley Land Title Company;**

(on an as needed basis), **effective, 02/24/15, expiring, 04/25/15** or (upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County).

- I. **AI -48071** Acceptance and approval of Invoice #11325010 in the amount of \$3,788.64 from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting-C-13-225-07-09.



March 7, 2014

**Hidalgo County Purchasing Department**  
2812 S. Business Highway 281  
New Administration Building  
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**E-14-104-03-18**

Corine Fox, President  
Vernon Fox, Vice President  
**LONE STAR UNIFORMS, INC.**  
8430 N. Sam Houston Pkwy West  
Houston, Texas 77064  
P (832) 237-8000 F (713) 518-0698

via email [corine@lonestaruniforms.com](mailto:corine@lonestaruniforms.com)  
via email [Vernon@lonestaruniforms.com](mailto:Vernon@lonestaruniforms.com)

**Re: Extension/Renewal Notice for: Contract No. C-12-016-03-20 -"PURCHASE of NEW BULLETPROOF VESTS (SOFT BODY ARMOUR)" (on an as needed basis) for HIDALGO COUNTY**

Dear Mr. & Mrs. Fox:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **First (1<sup>st</sup>) Year** of the **additional two (2) one (1) year periods** as provided in your current Requirements Agreement (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us) immediately in order to meet the agenda request form deadlines.

By: \_\_\_\_\_  
Corine Fox, Owner/President  
Vernon Fox, Vice President

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

**Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals and/or Statements of Qualifications).**

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 Ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file



**SPECIAL MEETING - March 18, 2014**

**BE IT REMEMBERED, that on this 18th day of March A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

<b>HONORABLE RAMON GARCIA</b>	<b>HIDALGO COUNTY JUDGE</b>
<b>HONORABLE A.C. CUELLAR, JR.</b>	<b>COMMISSIONER, PRECINCT NO. 1</b>
<b>HONORABLE HECTOR "TITO" PALACIOS</b>	<b>COMMISSIONER, PRECINCT NO. 2</b>
<b>HONORABLE JOSEPH PALACIOS</b>	<b>COMMISSIONER, PRECINCT NO. 4</b>

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**



**AGENDA**  
**CC REGULAR CONSENT**  
**COMMISSIONERS' COURT**  
**March 18, 2014**  
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC**  
**CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

**On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.**

**Vote: 4 - 0 - Unanimously**

1. **AI-43638 Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
  
2. **2014 Intradepartmental transfers:**
  - A. **AI-43434** 2014 - Constable Pct. #1 (1100)
  - B. **AI-43442** 2014 - Tax Office (1100)
  - C. **AI-43506** 2014 - Pct. #1 Admin (1200)
  - D. **AI-43605** 2014 - Pct.#1 R&B (1200)
  - E. **AI-43493** 2014 - Pct. #3 Sanitation (1100)
  - F. **AI-43560** 2014 - Pct. #4 Parks (1100)
  - G. **AI-43597** 2014 - Pct. 4 CO2010A&B- Restitution-1124 M Rd (1342)
  - H. **AI-43558** 2014 - Pct. #4 Rd. Maint. (1200)

- A. **AI-43501** Right of Way:  
Raba-Kistner Consultants, Inc.  
Vertical borings along various county roads within Pct. 3 and Pct. 4 (Sprague Sewer Economically Distressed Areas Program (EDAP) Project.)

**6. Tax Refunds:**

- A. **AI-43429**

Account Number	Payer	Amount
E2300.00.001.0002.02	Jaime A. Gonzalez Jr.	\$2,558.43
F4200.00.000.0015.00	Buentello Properties Llc	\$3,148.99
F6030.03.000.0003.00	Inter National Bank	\$11,421.00
H3400.00.004.0010.00	Sierra Title of Hidalgo County Inc.	\$4,584.61
H3500.00.004.0010.00	Sierra Title of Hidalgo County Inc.	\$4,304.82
L3100.02.000.0018.00	Wells Fargo	\$3,254.30
P8340.00.000.0030.00	Ochoa Vicente & Delia V	\$2,648.69
T2500.00.002.0000.00	Wayne W. & Nancy K. Gapsiewicz	\$12,229.21
T2500.00.003.0000.00	Wayne W. & Nancy k. Gapsiewicz	\$5,778.66
T5443.00.000.0090.00	Corelogic	\$3,209.52
T7365.1A.000.165A.00	Wells Fargo	\$2,669.81
T7365.1A.000.165A.00	Wells Fargo	\$2,673.73

- B. **AI-43441**

Account Number	Payer	Amount
D2060.00.000.0024.00	Quantum Servicing Corporation	\$4,032.77
M2350.01.000.0012.00	Dur Properties Llc	\$2,897.13

**7. Membership Dues:**

- A. **AI-43448** Sheriff's Department (1100):  
Requesting approval of 2014 membership dues payment to the Texas Criminal Justice Information User's Group for Communications Supervisors Leticia Garcia and Corina Villanueva in the amount of \$35.00 each. (req. # 252978)

**8. Urban County:**

- A. **AI-43466** Request for approval of two (2) applicants in the Countywide Area and one (1) applicant in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

**9. Purchasing Dept:**

**Notes:**

**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES**

- M. AI-43428** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice , draft requirement agreement etc.) as attached hereto for: Hidalgo County WIC Program-"Purchase of Microcuvettes" RFB No.: 2014-071-SMA including the re-advertisement of project in the event no bids are received and/or are rejected and project is still required.
- N. AI-43603** Approval of the Fire Alarm Monitoring and Security services agreement for Fire Alarm monitoring in the amount of \$20.00 per month and for Security Monitoring in the amount of \$15.00 per month for a combined total of \$35.00/mo. which includes administration fees for the Autopsy Facility with AL3 Enterprises, LLC , dba Starr for the duration of term as stated on 2C agreement including the continuation of services through the life term of the monitoring equipment in place by user department with the authority to execute and signing of agreement by County Judge, or Court Member.
- O. AI-43600** Requesting approval of payment for invoice # 11324765 in the amount of \$48,057.50 submitted by L&G Consulting Engineers in connection to C-13-336-12-10 (PO# 703928) for the FM 1925- Segment II project.
- P. AI-43584** Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio MP 5002SP through Hidalgo County membership/participation with (DIR) Department Of Information Resources awarded vendor, Ricoh USA/GE RICOH USA contract DIR-SDD-1674 through assigned Requisition #250442 in the amount of \$173.98/month-equipment and B/W Service Impressions @ \$44.80/month with a total of \$218.78/month, effective upon approval.
- Q. AI-43581** Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio MP 5002SP through Hidalgo County membership/participation with (DIR) Department Of Information Resources awarded vendor, Ricoh USA/GE RICOH USA contract DIR-SDD-1674 through assigned Requisition #250439 in the amount of \$173.98/month-equipment and B/W Service Impressions @ \$38.40/month with a total of \$212.38/month, effective upon approval.
- R. AI-43566** Acceptance & approval of Invoice No. 1132R-\$7,087.97, from contracted vendor, Prodigy Construction Management, LLC- contract #C-13-276-09-10, construction management services for: "Repair and Renovation for the 1st and 2nd Floors of the Former Administration Building".
- S. AI-43561** Requesting approval of payment for invoice # 7910 in the amount of \$11,965.63 submitted by L&G Engineering Laboratory in connection to C-13-220-08-13 (PO# 704204) for the CRC Project.

**T. AI-43546**

**APPROVED**

Authority to exercise the additional one (1) year options to extend/renew provided in the current contract/ILA for in connection to various goods and/or services (detailed below) for Hidalgo County / Hidalgo County Sheriff's Office, under the same rates, terms and conditions;

1. Contract# C-12-016-03-20-LONESTAR UNIFORMS, INC.-HC (Purchase of Bullet Proof Vests)- effective-03/24/14

2. IGA# E-13-117-03-12 (C-12-107-04-03) - BROOKS COUNTY & HID CO (Housing of Inmates) - effective, 04/03/14

**REQUIREMENTS AGREEMENT**  
**C-12-016-03-20**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the 20<sup>th</sup> day of March, 2012 by and between **LONE STAR UNIFORMS, INC.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Purchase of New Bulletproof Vests (Soft Body Armor)**" (on an as needed basis) (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

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

**WHEREAS**, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years, with the County's sole option to extend/renew for an additional two (2) one (1) year terms** based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **March 24, 2012** and expire on **March 23, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet 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. 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  
Attn: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Seller:

Lone Star Uniforms, Inc.  
Attn: Vernon Fox, Vice President  
P.O. Box 692348  
Houston, Texas 77269-2348

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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

i. **Assignment.** This Agreement shall not be assignable.

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **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:

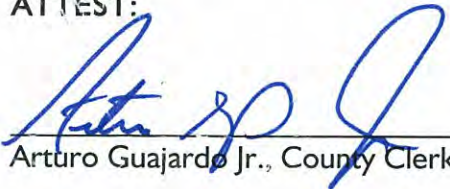
- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a purchase requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, 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 purchase requirement or a contract or subcontract, or to any solicitation or proposal therefore 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: March 20, 2012

COUNTY OF HIDALGO


ATTEST:

  
Arturo Guajardo Jr., County Clerk


By:   
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 3/20/12 RD

COMPANY: LONE STAR UNIFORMS, INC.

By:   
Printed Name: Vernon Fox  
Title: Vice President

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By:   
Stephen L. Crain, Attorney

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB) PROCUREMENT PACKET**



PURCHASING DEPARTMENT  
County Of Hidalgo

February 21, 2012

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**Re: HIDALGO COUNTY**  
**Request for Bids -"Purchase of New Bulletproof Vests (Soft Body Armors)"**  
**Bid No.: 2012-016-03-07-MEG**

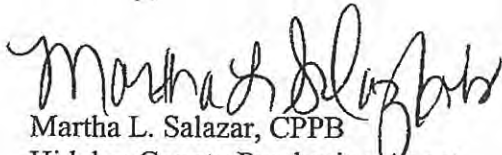
Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



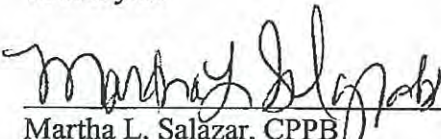
PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB) CHECKLIST  
HIDALGO COUNTY  
"PURCHASE OF NEW BULLET PROOF VESTS (SOFT BODY ARMORS)"  
BID NO: 2012-016-03-07-MEG**

1. Request for Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications, consisting of 22 pages.
4. Exhibit "B" Bid Page, consisting of 1 page.
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form, consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Requirements Agreement, consisting of 8 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

February 21, 2012  
Date

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY “PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)”**

**BID OPENING DATE:  
MARCH 07, 2012**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2012-016-03-07-MEG- HIDALGO COUNTY – PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. Wednesday, March 07, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2012-016-03-07-MEG-HIDALGO COUNTY-PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)."**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder

- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - "**HIDALGO COUNTY-PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)**"  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- e) Contract number must be indicated on all invoices

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR**  
**2802 S. Business Hwy. 281**  
**Edinburg, Texas 78539**  
**956-318-2511**

17. SCHEDULE OF EVENTS

<b>Pre-Bid Conference, 10:00 AM</b>	<b><u>February 27, 2012</u></b>
<b>Bid Opening, 9:30 AM</b>	<b><u>March 07, 2012</u></b>
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the

proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 therefore pending before any department or agency of the County.

. 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A.) Meet schedules;
  - B.) Pay any required fees or taxes; or
  - C.) Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY**  
**“PURCHASE OF NEW BULLETPROOF VESTS (SOFT BODY ARMORS)”**  
**BID NO.: 2012-016-03-07-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

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**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"Purchase of New Bulletproof Vests (soft body armors)"**  
**BID No. 2012-016-03-07-MEG**

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**INTRODUCTION:**

Hidalgo County is currently soliciting to contract a qualified vendor that meets or exceeds all specification/requirements, terms and conditions for the purchase of Bulletproof Vests (body armors) on an "As Needed Basis". The product specification details the style and quality of **concealable soft bulletproof vests (body armors)** intended for use by male or female members. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide resistance 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. **ALL VEST MUST BE ON A LEVEL II AND IIIA BULLETPROOF VESTS (soft body armors).**

**LEVEL II VESTS**  
**Option -A**

**1. SCOPE**

The concealable body armor shall meet the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Threat Level II. 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, drawings and/or photographs, technical specifications.

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 in entirety 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.

Any enhancements to vests, in order to improve performance of vests, will be accepted as long as they are in compliance & approved by National Institute of Justice (NIJ) STD. 0101.04 / NIJ 2005 National Law Enforcement Technology Center (NLETC).

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 STD. 0101.04 / NIJ 2005 Interim Requirements for Type II armor, shall be submitted under this specification.

Bids with multiple models, as alternates will be rejected.

**2. SILENCE OF SPECIFICATIONS**

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.

**3. PROTEST**

Any protest based on the selection and performance criteria of this specification will be disregarded.

**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.

1. National Institute of Justice, NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

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

**5. PURCHASE REQUIREMENT**

The successful bidder must be a recognized wholesaler/retailer, who 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.

**6. 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.

**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:

1. Light and thin NIJ certified armor in Level II.
2. 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 STD. 0101.04 /NIJ 2005 Interim Requirements.

#### **8. GENERAL DESIGN**

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. 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 Level II, (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 removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist 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 outer shell carriers shall include front and rear 5"x8"/ 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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 self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.**

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System, in color.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction inserts.
7. Two (2) removable/replaceable shoulder straps.

#### **9. ADDITIONAL COMPLETE CARRIER SYSTEM**

Selected Colors: tan, black or blue only

1. Integral Self Suspending Ballistic System (SSBS).
2. Four (4) removable/replaceable 4 point 2" elastic waist straps
3. Two (2) removable/replaceable shoulder straps
4. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

#### **10. BALLISTIC PANEL MATERIALS**

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 woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

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

Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid UD and polyethylene UD.

#### **11. 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 12.6 oz. (.79 lbs.) per square foot for NIJ level II.

#### **12. 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 STD. 0101.04 / NIJ 2005 Interim Requirements 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 STD. 0101.04 / NIJ 2005 Interim Requirements. 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 12.6 oz. (.79 lbs.) per square foot test sample.

	9mm	357 Mag
V50 (fps)	1583	1600
V50 (m/s)	482	488
BFS (mm)	22	31
BFS (in)	.87	1.22

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

**13. LABELING**

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

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.04/NIJ 2005 Interim Requirements. 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 / NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

**14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)**

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of “moisture Vapor Transmission” (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to “Breathe” or allow high levels of “Moisture Vapor Transmission” to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellent treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. Hidalgo County will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 <u>l</u> /	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 <u>l</u> /	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 <u>l</u> /	ASTM D751

**\*\* Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.**

**15. VEST OUTER CARRIER MATERIAL**

**Removable Carrier**

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of moisture wicking mesh. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (equal or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5” x 8” / 8” x 10” combination plate pockets designed to accommodate trauma, ballistic or blade inserts. 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.

**16. QUALITY CONTROL**

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. 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 vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. 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-662F. 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.

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.

**17. SERIAL NUMBERS**

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.

**18. 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 clay backing which meets the requirements of NIJ STD. 0101.04 / NIJ 2005 Interim Requirements for backing material.

**19. 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.

**20. FIT AND ALTERATION POLICY**

The vendor 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.

**21. WARRANTIES:**

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar day of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

**22. PACKAGING**

All soft body armor shall be packaged and shipped consistent with good commercial practices. 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.

**23. 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.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
4. 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
5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
  6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

**Technical Specifications**  
**Level II**  
**Concealable Armor**

<b>Ballistic Material</b>	Aramid fabric	Aramid UD	Polyethylene UD
<b>NIJ</b>	Level II		
<b>Weight</b>	12.6 Oz. / .79 lbs. Sq. Ft.		
<b>Thickness</b>	.15 inches		

	<b>9mm</b>	<b>357 Mag</b>
<b>V50 (fps)</b>	1583	1600
<b>V50 (m/s)</b>	482	488
<b>BFS (mm)</b>	22	31
<b>BFS (in)</b>	.87	1.22

# LEVEL II VESTS

## OPTION B

### **1. SCOPE**

The concealable body armor shall meet the NIJ 0101.04 / NIJ 2005 Interim Requirements, for Threat Level II 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, drawings and/or photographs, technical specifications.

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 in entirety 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.

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 NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor and NIJ 2005 Interim Requirements for Type II armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

### **2. SILENCE OF SPECIFICATIONS**

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.

### **3. PROTEST**

Any protest based on the selection and performance criteria of this specification will be disregarded.

### **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.

1. National Institute of Justice, Standard NIJ-STD-0101.04, Ballistic Resistance of Police Body Armor/ NIJ 2005 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification

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

### **5. 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.

### **6. 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.

### **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 under garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level II
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 Standard 0101.04. / NIJ 2005

### **8. GENERAL DESIGN**

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. 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 Level II, (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 removable/replaceable elastic

shoulder straps and four removable/replaceable elastic waist 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 outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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 self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.**

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

**9. ADDITIONAL COMPLETE CARRIER SYSTEM**

Selected Colors: tan, black or blue only

1. Integral self suspending ballistic system (SSBS)
2. Removable 4 point 2" elastic waist straps
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets

**10. BALLISTIC PANEL COVER MATERIALS (HEAT SEALED)**

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 Woven Para-Aramid fabric. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Woven Para-Aramid fabric

**11. 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 10.6 oz. (.66 lbs.) per square foot for NIJ level II. Sample weights are (+/- 5%).

**12. 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 Standard 0101.04 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. Test reports submitted by the bidder shall reflect the following minimum test results for an 10.6 oz. (.66 lbs.) per square foot test sample. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury.

	<b>9mm</b>	<b>357 Mag</b>
<b>V50 (fps)</b>	1664	1644
<b>V50 (m/s)</b>	507	501
<b>BFS (mm)</b>	32	39
<b>BFS (in)</b>	1.26	1.53

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

**13. LABELING**

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

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

**14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)**

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellent treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 <u>1/</u>	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 <u>1/</u>	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 <u>1/</u>	ASTM D751

*\*\* Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

**15. VEST OUTER CARRIER MATERIAL**

**Removable Carrier**

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (same as or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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 (same as or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

**16. QUALITY CONTROL**

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. 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 vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F 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-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.04.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and 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.

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.

#### **17. SERIAL NUMBERS**

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.

#### **18. 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 clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

#### **19. 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.

#### **20. FIT AND ALTERATION POLICY**

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.

#### **21. WARRANTIES:**

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

#### **22. PACKAGING**

All soft body armor shall be packaged and shipped consistent with good commercial practices.

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.

#### **23. 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.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. 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 for both NIJ calibers for that class.
4. 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
- 5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
- 6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

**Technical Specifications  
Level II  
Concealable Armor**

<b>Ballistic Material</b>	Woven Aramid
<b>NIJ</b>	Level II
<b>Weight</b>	10.6 Oz. / .66 lbs. Sq. Ft. (+/- 5%)
<b>Thickness</b>	.18 inches (+/- 5%)

	<b>9mm</b>	<b>357 Mag</b>
<b>V50 (fps)</b>	1664	1644
<b>V50 (m/s)</b>	507	501
<b>BFS (mm)</b>	32	39
<b>BFS (in)</b>	1.26	1.53

# LEVEL IIIA VESTS

## OPTION A

### **1. SCOPE**

The soft body armor system shall meet the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Threat Level IIIA. 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, drawings and/or photographs, technical specifications.

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 in entirety 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.

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 STD. 0101.04 / NIJ 2005 Interim Requirements for Type IIIA armor, shall be submitted under this specification.

Bids with multiple models, as alternates will be rejected.

### **2. SILENCE OF SPECIFICATIONS**

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.

### **3. PROTEST**

Any protest based on the selection and performance criteria of this specification will be disregarded.

### **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.

1. National Institute of Justice, NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

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

### **5. 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.

### **6. 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.

### **7. DESIGN REQUIREMENTS**

The Intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level 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 STD. 0101.04 / NIJ 2005 Interim Requirements.

### **8. GENERAL DESIGN**

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level 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 mobility.

## **1. CONCEALABLE DESIGN**

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. 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 Level 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 removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist 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 outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. 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 self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.**

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction insert.
7. Two (2) removable/replaceable shoulder straps.

## **9. ADDITIONAL COMPLETE CARRIER SYSTEM**

Selected Colors: tan, black or blue only

1. Integral Self Suspending Ballistic System (SSBS).
2. Four (4) removable/replaceable 4 point 2" elastic waist straps.
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
- 4.. Two (2) removable/replaceable shoulder straps.

## **10. BALLISTIC PANEL MATERIALS**

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 woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid UD and polyethylene UD.

## **11. 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 14.4oz. (.90 lbs.) per square foot for NIJ level IIIA. (+/- 5%)

## **12. 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 STD. 0101.04 / NIJ 2005 Interim Requirements 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 STD. 0101.04 / NIJ 2005 Interim Requirements. 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 14.4oz. (.90 lbs.) per square foot test sample. (+/- 5%). Bid submissions, which do not meet this requirement, will be rejected.

	<u>9mm</u>	<u>44 Mag</u>
<b>V50 (fps)</b>	1863	1643
<b>V50 (m/s)</b>	568	501
<b>BFS (mm)</b>	30	42
<b>BFS (in)</b>	1.18	1.65

**13. LABELING**

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

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. 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 / NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

**14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)**

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, The County is aware that high degrees of “moisture Vapor Transmission” (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to “Breathe” or allow high levels of “Moisture Vapor Transmission” to pass through them will not be considered.** Hidalgo County will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellent treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. Hidalgo County will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

<b>Characteristic</b>	<b>Requirement</b>	<b>Test Method</b>
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

**\*\* Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.**

**15. VEST OUTER CARRIER MATERIAL**

**Removable Carrier**

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of moisture wicking mesh. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber (same as or better) with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5” x 8” / 8” x 10” combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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 (same as or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

**16. QUALITY CONTROL**

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. 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 vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. 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-662F.

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.

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.

#### **17. SERIAL NUMBERS**

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.

#### **18. 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 STD. 0101.04 / NIJ 2005 Interim Requirements for backing material.

#### **19. MEASUREMENTS AND FITTING:**

##### ***Concealable 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.

#### **20. FIT AND ALTERATION POLICY**

The vendor 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.

#### **21. WARRANTIES:**

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

#### **22. PACKAGING**

All soft body armor shall be packaged and shipped consistent with good commercial practices. 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.

#### **23. 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.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. 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 for both NIJ calibers for that class.
4. 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
- 5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
- 6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

**Technical Specifications**  
**Level IIIA**  
**Concealable /Tactical Armor System**

<b>Ballistic Material</b>	Aramid fabric - Aramid UD	Polyethylene UD
<b>NIJ Level</b>	IIIA	
<b>Weight</b>	14.4 Oz. / .90 lbs. Sq. Ft. (+/- 5%)	
<b>Thickness.</b>	190 inches	

	<b>9mm</b>	<b>44 Mag</b>
<b>V50 (fps)</b>	1863	1643
<b>V50 (m/s)</b>	568	501
<b>BFS (mm)</b>	30	42
<b>BFS (in)</b>	1.18	1.65

# LEVEL IIIA VESTS

## OPTION B

### 1. SCOPE

The soft body armor system shall meet NIJ 0101.04 / NIJ 2005 Interim Requirements, for Threat Level IIIA. 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, drawings and/or photographs, technical specifications.

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 in entirety 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.

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 NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor and NIJ 2005 Interim Requirements for Type IIIA armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

### 2. SILENCE OF SPECIFICATIONS

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.

### 3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

### 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.

1. National Institute of Justice, Standard NIJ-STD-0101.04, Ballistic Resistance of Police Body Armor / NIJ 2005 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification

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

### 5. 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.

### 6. 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.

### 7. DESIGN REQUIREMENTS

The Intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level 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 Standard 0101.04. / NIJ 2005

### 8. GENERAL DESIGN

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level 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 mobility.

## **I. CONCEALABLE DESIGN**

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. 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 Level 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 removable/replaceable elastic shoulder straps and four removable/replaceable elastic waist 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 outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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 self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.**

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

## **9. ADDITIONAL COMPLETE CARRIER SYSTEM**

Selected Colors: tan, black or blue only

1. Integral self suspending ballistic system (SSBS).
2. Removable 4 point 2" elastic waist straps
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

## **10. BALLISTIC PANEL MATERIALS**

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 Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD.

## **11. 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 14.0 oz. (.88 lbs.) per square foot for NIJ level IIIA. Sample weights are (+/- 5%).

## **12. 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 Standard 0101.04 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. Test reports submitted by the bidder shall reflect the following minimum test results for a 14.0 oz. (.88 lbs.) per square foot test sample. Blunt trauma reduction is an important aspect of armor design. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design.

	9mm	44 Mag
V50 (fps)	1822	1690
V50 (m/s)	555	515
BFS (mm)	28	42
BFS (in)	1.10	1.65

### Special Threat Performance

In addition, each bidder shall submit V50 test reports for the vest being offered for the Special Threats listed below and shall reflect the following minimum test results.

9mm 115gr S&B	9mm 127gr SXT	357sig 125gr	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
1799	na	1744	2567	2319	2012	1882	1696

Bid submissions, which do not meet these ballistic performance requirement, will be rejected.

### 13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

### 14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)

This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellent treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 <u>l</u>	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 <u>l</u>	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 <u>l</u>	ASTM D751

**\*\* Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.**

### 15. CONCEALABLE VEST OUTER CARRIER MATERIAL

#### Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit SFT™ micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew detergent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber with a mid-torso horizontal zipper for

improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. ***The outer-shell shall incorporate ThorShield™ technology to provide protection against TASER® devices and other similar types of Electro-Muscular Disruption (EMD) shock weapons. Outer shells that do not incorporate ThorShield™ technology will not be accepted.***

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, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

#### **16. QUALITY CONTROL**

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. 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 vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F 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-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.04.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and 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.

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.

#### **17. SERIAL NUMBERS**

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.

#### **18. 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 clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

#### **19. MEASUREMENTS AND FITTING:**

##### ***Concealable 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.

#### **20. FIT AND ALTERATION POLICY**

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.

#### **21. WARRANTIES:**

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.

County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods

**22. PACKAGING**

All soft body armor shall be packaged and shipped consistent with good commercial practices. 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.

**23. DOCUMENTATION**

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:

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.
2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.
3. 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 for both NIJ calibers for that class.
4. 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
5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

**Technical Specifications  
Level IIIA  
Concealable/Tactical Armor System**

<b>Ballistic Material</b>	Aramid UD - Woven Aramid - Polyethylene UD
<b>NIJ Level</b>	IIIA
<b>Weight</b>	14.0 Oz. / .88 lbs. Sq. Ft. (+/- 5%)
<b>Thickness</b>	.19 inches (+/- 5%)

	<b>9mm</b>	<b>44 Mag</b>
<b>V50 (fps)</b>	1822	1690
<b>V50 (m/s)</b>	555	515
<b>BFS (mm)</b>	28	42
<b>BFS (in)</b>	1.10	1.65

**Special Threats**

9mm 115gr S&B	9mm 127gr SXT	357sig 125gr	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
1799	na	1744	2567	2319	2012	1882	1696

1. **TERMS, CONDITIONS and OTHER REQUIREMENTS:**

1. TERM OF CONTRACT is for two (2) year period with County's option to extend the contract for an additional year under the same rates, terms and conditions.
2. 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 unforeseen delay in award of new bid for next contract term.
3. Hidalgo County reserves the right to seek purchases for "bulletproof vests (soft body armors)" from state contracts whenever it is in the best interest to do so.
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.
6. All purchases of bulletproof vests (soft body armor) and additional complete washable Carrier System will be on "an as needed basis" only. There is **no guarantee** on purchasing volume. Selected Colors: tan, black or blue only
7. Hidalgo County reserves the right to purchase additional complete carriers systems on as needed basis for the replacement of worn or torn carriers. Selected Colors: tan, black or blue only
8. Awarded vendor will deliver the bulletproof vests (soft body armors) within thirty (30) to sixty (60) days from orders being placed.
9. The awarded vendor will have a representative made available to measure any and/or all participating county departments.
10. Vendor must submit one (1) sample bulletproof vest male or female per level per option (at least a total of four (4) samples) at no charge to the county with the bid for review and inspection by the Hidalgo County. Arrangements will be made with the vendor to return all bulletproof vests (soft body armors) at no charge to the county.
11. All bid prices for items shall take into consideration shipping and handling costs (all extra charges), on bulletproof vests (soft body armors) and any other items mentioned in the specifications as part of the fixed item price.
12. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
13. Prices must be firm for the entire contract period and each consecutive contract period.
14. Any contract awarded to a successful bidder will be in effect until;
  - A.) The contract expires
  - B.) Delivery acceptance of products and/or performance of services ordered, or
  - C.) Terminated by County with thirty (30) day's written notice prior to be cancellation
15. Award the contract to the responsible bidder who submits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible bidders submit the lowest and best bid will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified.
16. All costs and expenses associated with the preparation and submission of (bid, proposals, statement of qualifications and quotes) shall be responsibility of the participant and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
17. **PRE-BID CONFERENCE WILL BE HELD Monday February 27, 2012 @ 10:00 A.M. at HIDALGO COUNTY PURCHASING DEPARTMENT's conference room. We encourage all participating bidder(s) to attend!**

2. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective

date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Elena Gomez, Buyer II, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday February 28, 2012, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **Friday, March 2, 2012, 5:00 P.M.**

**HIDALGO COUNTY**  
**"Purchase of New Bulletproof Vests (soft body armors)"**  
**BID NO. 2012-016-03-07-MEG**

**BID PAGE**

VESTS SIZES	LEVEL II				LEVEL IIIA			
	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL (MEN)	\$	\$	\$	\$	\$	\$	\$	\$
2XL TO 6XL (MEN)	\$	\$	\$	\$	\$	\$	\$	\$
SM TO XL (WOMEN)	\$	\$	\$	\$	\$	\$	\$	\$
2XL TO 6XL (WOMEN)	\$	\$	\$	\$	\$	\$	\$	\$

**NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES.**

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT "C"**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services (other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	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	<b>INSURERS AFFORDING COVERAGE</b>		
	INSURER A:		
	INSURER B:		
	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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$	
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$	
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$	
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP	\$
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC			AGG	\$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT	\$	
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC AGG \$		
	<b>GARAGE LIABILITY</b>					\$	
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$	
C	<b>EXCESS LIABILITY</b>				AGGREGATE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input type="checkbox"/> RETENTION \$					\$	
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUS: <input type="checkbox"/> OTHER TORY LIMITS		
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE-EA EMPLOYEE	\$	
					E.L. DISEASE-POLICY LIMIT	\$	
	<b>OTHER</b>						

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

## Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:
- Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

### **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.
2. Bonds: \_\_\_\_\_.
3. Certificates: \_\_\_\_\_.
4. Permits: \_\_\_\_\_.
5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

## EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received		
1	<b>Name of person who has a business relationship with local governmental entity.</b>  _____		
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3	<b>Name of local government officer with whom filer has employment or business relationship.</b>  <div style="text-align: center;">                         _____                          Name of Officer                     </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                     </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                     </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                     </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">                         _____                          Signature of person doing business with the governmental entity                     </div> <div style="width: 35%;">                         _____                          Date                     </div> </div>		



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_ %  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**EXHIBIT "B"**  
**BID PAGE and TABULATION SHEET**

HIDALGO COUNTY  
 "Purchase of New Bulletproof Vests (soft body armors)"  
 BID NO. 2012-016-03-07-MEG

BID PAGE


VESTS SIZES	LEVEL II				LEVEL IIIA			
	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL (MEN)	\$ 599.-	\$ 100.-	\$ 499.-	\$ 79.-	\$ 659.-	\$ 100.-	\$ 539.-	\$ 79.-
2XL TO 6XL (MEN)	\$ 599.-	\$ 100.-	\$ 499.-	\$ 79.-	\$ 659.-	\$ 100.-	\$ 539.-	\$ 79.-
SM TO XL (WOMEN)	\$ 599.-	\$ 100.-	\$ 499.-	\$ 79.-	\$ 659.-	\$ 100.-	\$ 539.-	\$ 79.-
2XL TO 6XL (WOMEN)	\$ 599.-	\$ 100.-	\$ 499.-	\$ 79.-	\$ 659.-	\$ 100.-	\$ 539.-	\$ 79.-

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES.

BIDDER/COMPANY NAME: LONE STAR UNIFORMS INC

ADDRESS: \_\_\_\_\_ EMAIL ADDRESS: DAVID@LONESTARUNIFORMS.COM

CITY/STATE/ZIP CODE: PO Box 692348 Houston TX 77269-2348

AUTHORIZED SIGNATURE: 

PRINT NAME: VERNON FOX

TITLE: VICE PRESIDENT

**OPENED**  
 9:50  
 3-07-12  
 Witnessed



**HIDALGO COUNTY**  
**“PURCHASE OF NEW BULLETPROOF VESTS (body armors)”**  
**TABULATION SHEET**  
**BID NO. 2012-016-03-07-MEG**

DESCRIPTION BULLETPROOF VESTS COMMODITY CODE (680-08-14)		Lone Star Uniforms Houston, Texas			
		SM to XL MEN	2XL to 6 XL MEN	SM to XL FEMALE	2XL to 6 XL FEMALE
<b>LEVEL II</b>	<b>OPTION- A</b>	599.00	599.00	599.00	599.00
	Additional Complete Carrier System	100.00	100.00	100.00	100.00
	<b>OPTION-B</b>	499.00	499.00	499.00	499.00
	Additional Complete Carrier System	79.00	79.00	79.00	79.00
<b>LEVEL IIIA</b>	<b>OPTION- A</b>	659.00	659.00	659.00	659.00
	Additional Complete Carrier System	100.00	100.00	100.00	100.00
	<b>OPTION-B</b>	539.00	539.00	539.00	539.00
	Additional Complete Carrier System	79.00	79.00	79.00	79.00

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**





**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT  
MEETING  
March 20, 2012  
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance** All
3. **Prayer** Com Quintanilla
4. **Approval of Consent Agenda** ALL (9V) no action
5. **Executive Officer - Valde Guerra:**
  - A.
    1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
    2. Requesting engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation"
  - B. *meida*  
AI-31506 Texas AgriLife Extension:  
approved Requesting authorization for Bradley Cowan to travel to Fort Worth, TX to attend the Southwestern Cattle Raisers Association Annual Convention on 03/29/2012-04/01/2012.
  - C. AI-31522 Discussion, consideration and action certifying and approving Advocacy  
approved Resource Center for Housing (ARCH) efforts to conduct ESG emergency shelter activities and authorize the County Judge to sign Texas 2012 ESG Application Attachment 7-9.
6. **Constables:**

**CC approved on March 20, 2012**

F. **AI-31406** Approval of Full Contract for Election Services between Hidalgo County and City of Donna for their election to be held on May 12, 2012.

approved

G. **AI-31405** Approval of Contract for Lease Election Services between Hidalgo County and the City of La Villa for their election to be held on May 12, 2012

approved

**14. Planning Department - Raul Sesin:**

A. **AI-31378** 1. Preliminary Plat Approval  
 a. Los Indios Estates Subdivision – Pct.1 (Kyndel W. Bennett)  
 b. Mandalay Bay Phase II Subdivision – Pct. 4 (Richard A. Garza)

approved

2. Final Approval  
 a. Apache Estates Subdivision– Pct.1 (Kyndel W. Bennett)  
 b. Las Comadres Acres No.2 Subdivision – Pct. 3 (Carlos Leal)

approved

**15. Precinct #2 - Comm. H. Palacios:**

A. **AI-31334** Countywide Mechanic Shop (1200):  
 1. Approval to create one (1) full-time Truck Driver III position, slot no. 0008, budgeted salary \$29,352.00.  
 2. Approval of Appropriation of funds.  
 3. Approval of salary schedule.

approved

**16. Budget & Management - Sergio Cruz:**

A. **AI-31100** Approval of Interlocal Agreement between the Edinburg Economic Development Corporation, the City of Edinburg, and Hidalgo County for the Courthouse Master Plan.

approved

**B. Budget Appropriations:**

1. **AI-31363** Tax Office Special Inventory (1246):  
 Approval of 2012 appropriation of funds into Tax Office in the total amount of \$13,960.00.

approved

**17. Purchasing Department - Marty Salazar:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED**

**CC approved on March 20, 2012**

CC approved on March 20, 2012

WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

**A. Hidalgo County**

**1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

**2. Presentation for discussion, consideration and action**

nothing to report a-c

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

**3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

nothing to report a-c

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

**4. AI-31445** Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Seal Quotes titled: Hidalgo County- "Pager Services". through project No.: 2012-017A-02-15-SGS.

approved

**5. AI-31519** Recommending award of bid and approval of contract to the lowest vendor meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County -"Bullet Proof Vests (soft body armor)" Bid No. 2012-016-03-07-MEG. **Long Star Uniforms**

approved

**B. Pct. 2**

**1. AI-31500** Requesting acceptance and approval of Change Order No. 1 increase of days for 60 calendar days with Saenz Utility Contractor, Ltd (#C-11-044A-06-28) contracted vendor for "Tower Road Phase I Project", reason for extension: unable to start work due to storm sewer system being installed by other contract, with authority for County Judge or Court Member to execute document.

approved

**C. Colonia Access Program Pct. 2**

CC approved on March 20, 2012

**APPROVED**

**AI-31519**

**17. A. 5.**

**CC REGULAR**

**Meeting Date:** 03/20/2012

**Department Head:** Martha Salazar

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**



Recommending award of bid and approval of contract to the lowest vendor meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County - "Bullet Proof Vests (soft body armor)" Bid No. 2012-016-03-07-MEG.

**BACKGROUND**

Current contract expires 03/23/12

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 12-1100-421-00-280-001-0-668

**FUNDS AVAILABLE Y/N?:** y

**MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2012

**ACCT. #:** 12-1100-421-00-291-001-0-668

**FUNDS AVAILABLE Y/N?:** y

**MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

County wide project, funding thru various accounts

**Attachments**

Memos of Recommendations from Depts

Tabulation Sheet

Participating Sheet

Contract

email

**Form Review**

<b><u>Inbox</u></b>	<b><u>Reviewed By</u></b>	<b><u>Date</u></b>
Purchasing Department	Marty Salazar	03/16/2012 02:25 PM
Budget & Management	Angela Garcia	03/16/2012 02:37 PM
Auditor's Office	Monica Badillo	03/16/2012 03:23 PM
Form Started By: Elena Gomez		Started On: 03/16/2012 08:37 AM
	Final Approval Date: 03/16/2012	