



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-7612

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: ALL DEPARTMENT HEADS
From: Sandy Suarez ^{Phd}, Buyer II
 Hidalgo County Purchasing Department
Date: March 2, 2016
Re: Approval of Specifications for: BID NO. -2016-106-00-00-SGS
 Hidalgo County - "Bullet Proof Vests (soft body armor)"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
 If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 6-1100-421-60-291-001-0-660

	Rosie Aguilar	H.C. Constable ^{Pct 1}	3/14/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA EMAIL to: sandy.suarez@co.hidalgo.tx.us OR VIA FAX TO (956) 292-7612, sooner than and/or no later than March 08, 2016 by 4:30 p.m.

Enclosures



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APPROVE	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) As per Constable Pct. 1 Modifications

BUDGET ACCOUNT #: _____

	Martin Cantu	Constable Pct. 2	3/11/2016
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 6-1100-42100-293-001-0-460

	RENE GONZALEZ		3/3/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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sandy.suarez@co.hidalgo.tx.us OR VIA FAX TO (956) 292-7612, sooner than and/or no later than March 08, 2016
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MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

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From: Sandy Suarez ^{CCA}, Buyer II
 Hidalgo County Purchasing Department

Date: March 2, 2016

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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO/ Other

(Specify) _____

BUDGET ACCOUNT #: 0-1100-421-00-294-001-0-660

	Heraldo Sachy	Constable Pat 4	3/3/2016
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA EMAIL to: sandy.suarez@co.hidalgo.tx.us OR VIA FAX TO (956) 292-7612, **sooner than and/or no later than **March 08, 2016 by 4:30 p.m.****

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(Specify) _____

BUDGET ACCOUNT #: 6-1100-421-00-280-001-0-660

	Manuel Cantai	Hidalgo County S.O.	4/5/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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REVISED -EXHIBIT "A"
HIDALGO COUNTY
"Bulletproof Vest (Soft Body Armor)"
BID No. 2016-106-00-00-SGS

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 armor) and carriers**; intended for use by **male and/or female County Law Enforcement** personnel. 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 **both** male and female personnel.

ALL VESTS MUST BE ON AN **LEVEL II AND IIIA BULLETPROOF VESTS (soft body armor)**.

Any enhancements to vests, in order to improve performance of vests, will be accepted as long as they are in compliance & approved by the National Institute of Justice (NIJ) STD 0101.06/ NIJ 2006 National Law Enforcement Technology Center (NLETC).

AX-SERIES-LEVEL II VESTS

1. SCOPE

The concealable body armor shall meet the NIJ STD. 0101.06 / NIJ .06 Standards 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.

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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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, **but not limited to:**

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 **navy blue** only

1. Integral Self Suspending Ballistic System (SSBS).
2. Smart-fabric technology
3. **Flexible to contour body**
4. **Moisture Management System**
5. **Internal zipper closure**
6. Four (4) removable/replaceable 4 point 2" elastic waist straps
7. Two (2) removable/replaceable shoulder straps
8. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
9. **Compliant to NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements**

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 and UD polyethylene.

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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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.

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 and/or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.06/NIJ 2006 Interim Requirements. The ballistic panel & carrier labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions
9. Date issued
10. Manufacture Location
11. Warranty Period

14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall Ripstop with TPU.

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” (MVT) 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>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 an **active moisture management system**. 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 Micro-Fiber (equal to 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.**

Including the following, but not limited too:

1. 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.
2. Removable cummerbund.
3. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage.
4. The outer side of the carrier shall be manufactured from first quality Micro-Fiber (equal to or better) and have a Soil Resistant Finish (SRF).
5. All fabrics shall have no visible fabric or color flaws.
6. The outer shell shall incorporate ThorShield™ technology to provide protection against Taser® devices and other similar types of electro-muscular disruption shock weapons?

16. QUALITY CONTROL

The awarded vendor must maintain an 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. 0101.06 / NIJ .06 Standards 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 numbers 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. 0101.06 / NIJ .06 Standards 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 STD. 0101.06 / NIJ .06 Standards 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.

DRAFT

Technical Specifications Level II Concealable Armor

AX-LEVEL II VESTS

Level II – **AXII (Male)** weight is .63 pounds per square foot for male. Thickness is 0.18 inches.

Level II – **AXIIF (Female)** weight is .63 pounds per square foot for female. Thickness is 0.18 inches.

Protection Level Specifications

Threat 1 – Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 9mm v50 (fps / mps)		Conditioned 9mm v50 (fps / mps)		New 9mm BFS (mm / in)		Conditioned 9mm BFS (mm / in)	
AXII	C1	1794	547	1659	506	31.62	1.24	30.85	1.21
	C5					30.93	1.22	26.53	1.04
AXIIF	C1	1783	543	1725	526	31.98	1.26	30.45	1.20
	C5					28.58	1.13	23.92	0.94

Threat 2 – High Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357mag v50 (fps / mps)		Conditioned 357mag v50 (fps / mps)		New 357mag BFS (mm / in)		Conditioned 357mag BFS (mm / in)	
AXII	C1	1761	537	1565	477	36.47	1.44	36.00	1.42
	C5					31.20	1.23	29.85	1.18
AXIIF	C1	1734	529	1678	511	37.33	1.47	34.52	1.36
	C5					32.67	1.29	28.65	1.13

Special Threats testing (v50fps)

Model	357 Sig 125gr SIG GDHP (Clay)	9mm 127gr SXT (Clay)	2gr RCC	4gr RCC	16gr RCC	64gr RCC
AXII	1799	1636	2572	2355	2007	1739

AX SERIES- LEVEL IIIA VESTS

1. SCOPE

The soft body armor system shall meet the NIJ STD. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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.

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2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
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Requirements of this specification shall take precedence over the above referenced standards and specifications.

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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. 0101.06 / NIJ .06 Standards 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, **but not limited to**:

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 inserts.
7. Two (2) removable/replaceable shoulder straps.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Selected Colors: tan, black or navy blue only

1. Integral Self Suspending Ballistic System (SSBS)
2. Smart-fabric technology
3. Flexible to contour body.
4. Moisture Management System
5. Internal zipper closure
6. Four (4) removable/replaceable 4 point 2" elastic waist straps.
7. Front and Rear 5"x8" / 8"x10" Combo pockets.
8. Two (2) removable/replaceable shoulder straps
9. Compliant to NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements

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 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 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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.

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. 0101.06 / NIJ .06 Standards Interim Requirements. The ballistic panel & carrier labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions
9. Date issued
10. Manufacture Location
11. Warranty Period

14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall Ripstop with TPU.

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” (MVT) 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 repellant 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>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 an **active moisture management system**. 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 Micro-Fiber (**equal to** 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.**

Including the following, but not limited too:

1. 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.
2. **Removable cummerbund.**
3. Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage.
4. The outer side of the carrier shall be manufactured from first quality Micro-Fiber (**equal to** or better), and have a Soil Resistant Finish (SRF).
5. All fabrics shall have no visible fabric or color flaws.
6. **The outer shell shall incorporate ThorShield technology to provide protection against Taser devices and other similar types of electro-muscular disruption shock weapons.**

16. QUALITY CONTROL

The awarded vendor must maintain an 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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 STD. 0101.06 / NIJ .06 Standards 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.

DRAFT

Technical Specifications
Level IIIA
Concealable /Tactical Armor System
SERIES AX-LEVEL IIIA VESTS

Level IIIA - **AXIII A**- (male) weight is **.87** pounds per square foot for male. Thickness is **.20** inches.

Level IIIA - **AXIII AF** (female) weight is **.87** pounds per square foot for female. Thickness is **.20** inches.

Protection Level Specifications:

Threat 1 – Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig v50 (fps / mps)		Conditioned 357 Sig v50 (fps / mps)		New 357 Sig BFS (mm / in)		Conditioned 357 Sig BFS (mm / in)	
		AXIII A	C1	1870	570	1855	566	29.76	1.17
	C5	28.31	1.11					29.42	1.16
AXIII AF	C1	1884	574	1882	574	31.03	1.22	27.65	1.09
						C5	27.77	1.09	27.70

Threat 2 – High Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44mag v50 (fps / mps)		Conditioned 44mag v50 (fps / mps)		New 44mag BFS (mm / in)		Conditioned 44mag BFS (mm / in)	
		AXIII A	C1	1745	532	1770	540	39.18	1.54
	C5	33.81	1.33					36.08	1.42
AXIII AF	C1	1744	532	1711	522	38.88	1.53	36.38	1.43
						C5	35.41	1.39	33.48

Special Threats testing (v50 fps)

Model	FBI Compliant	DEA	2gr RCC	4gr RCC	16gr RCC	17 gr. FSP	64gr RCC	CLAY/AIR
AXIII A	Yes	Yes	2880	2601	2099	N/A	1772	Clay
			3074	2721	2306	2114	1876	Air

A-SERIES-LEVEL IIIA VESTS (new item)

1. SCOPE

The soft body armor system shall meet NIJ STD. 0101.06 / NIJ .06 Standards 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 0101.06, Ballistic Resistance of Police Body Armor and NIJ 2006 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-0101.06, Ballistic Resistance of Police Body Armor / NIJ 2006 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, 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 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 0101.06. / NIJ 2006

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 for both male and female Conty Law Enforcement personnel.

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, **but not limited to:**

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 navy blue only

1. Integral self suspending ballistic system (SSBS).
2. Smart-fabric Technology
3. Flexible to contour body
4. Moisture Management System
5. Internal zipper closure
6. Removable 4 point 2" elastic waist straps
7. Two (2) removable/replaceable shoulder straps
8. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
9. Compliant to NIJ STD. 0101.06 / NIJ .06 Standards Interim Requirements

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 fabric matrix of Woven Aramid and UD Polyethylene. 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 0101.06 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 0101.06. The V 50 test shall be against clay backing. V50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V50 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.

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. 0101.06 / NIJ .06 Standards Interim Requirements. The ballistic panel & carrier labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ-0101.06 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions
9. Date issued
10. Manufacture Location
11. Warranty Period

14. BALLISTIC PANEL COVER MATERIAL (Heat Sealed)

Each ballistic panel shall be covered in 100% weldable Nylon 200D double wall Ripstop with TPU.

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” (MVT) 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:

<u>Characteristic</u>	<u>Requirement</u>	<u>Test Method</u>
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. 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, **but not limited to:** a smooth fit micro-fiber with an active moisture management system and an 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 Micro-Fiber (equal to 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). 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, with a removable cummberrbund.

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.

Department(s) will accept Equal to or Better upon approval of all participating departments. (The body armor carrier **must** protect the officer from any electronic shock weapon.)

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 Micro-Fiber (equal to 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 an 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 0101.06. 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 0101.06.

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 0101.06 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 STD. 0101.06 / NIJ .06 Standards 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.

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Technical Specifications

A Series -Level IIIA (NEW ITEM)

Concealable/Tactical Armor System

LEVEL IIIA VESTS

Level IIIA - **AXBIIIA (male)** weight is .79 pounds per square foot for male. Thickness is .19 inches.

Level IIIA - **AXBIIIAF (female)** weights are .79 pounds per square foot female. Thickness is .19 inches.

Protection Level Specifications

Threat 1 - Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig v50 (fps / mps)		Conditioned 357 Sig v50 (fps / mps)		New 357 Sig BFS (mm / in)		Conditioned 357 Sig BFS (mm / in)	
		AXBIIIA	C1	1863	568	1821	555	31.02	1.22
C5	26.34		1.04					26.83	1.06
AXBIIIAF	C1	1882	574	1911	583	28.94	1.14	27.60	1.09
	C5					25.21	.99	23.23	.91

Threat 2 - Heavy Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44mag v50 (fps / mps)		Conditioned 44mag v50 (fps / mps)		New 44mag BFS (mm / in)		Conditioned 44mag BFS (mm / in)	
		AXBIIIA	C1	1713	522	1688	515	38.03	1.50
C5	34.78		1.37					32.62	1.28
AXBIIIAF	C1	1791	546	1732	528	36.78	1.45	36.37	1.43
	C5					35.71	1.41	31.70	1.25

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 Departments.
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 navy 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 navy 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 Vendor's expense. **No charges** will be passed on 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. Contract award will be on an "all or none basis".
15. 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
16. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County
17. Award of contract will be to the responsible bidder who submits the lowest and best bid.
18. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
19. **PRE-BID CONFERENCE WILL BE HELD: Day, Month, 00, 2016** @ Time, at HIDALGO COUNTY PURCHASING DEPARTMENT's CONFERENCE ROOM. We encourage all interested participants to attend.

3. **ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Sandy Suarez, 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 email to: sandy.suarez@co.hidalgo.tx.us , no later than, **Monday, Month 00, 2016 at 5:00 P.M.** Responses to said inquiries will be sent to all applicants via e-mail by no later than **Wednesday, Month 00, 2016 at 5:00 P.M**

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EXHIBIT "A"
HIDALGO COUNTY
"Bulletproof Vest (Soft Body Armor)"
BID No. 2016-106-00-00-SGS

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 armor)** 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 VESTS MUST BE ON A **LEVEL II AND IIIA BULLETPROOF VESTS (soft body armor)**.

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 0101.06/ NIJ 2006 National Law Enforcement Technology Center (NLETC).

LEVEL II VESTS
Option -A

1. SCOPE

The concealable body armor shall meet the NIJ STD. 0101.06 / NIJ .06 Standards 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.

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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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.

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. 0101.06/NIJ 2006 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. 0101.06 / NIJ .06 Standards 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>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 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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 STD. 0101.06 / NIJ .06 Standards 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

LEVEL II VESTS- Option –A

Level II – **GAI** weight is .81 (+/-5%) pounds per square foot for male. Thickness is .2 inches.

Level II – **AIF (Female)** weight is .77 (+/-5%) pounds per square foot for female. Thickness is .2 inches.

Protection Level Specifications

Threat 1 – Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 9mm v50 (fps / mps)		Conditioned 9mm v50 (fps / mps)		New 9mm BFS (mm / in)		Conditioned 9mm BFS (mm / in)	
		GAI	C2	1717	523	1662	507	32	1.26
C5	33		1.30					32	1.26
AIF	C1	1647	502	1623	495	33	1.29	32	1.26
	C5					32	1.26	32	1.26

Threat 2 – High Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357mag v50 (fps / mps)		Conditioned 357mag v50 (fps / mps)		New 357mag BFS (mm / in)		Conditioned 357mag BFS (mm / in)	
		GAI	C2	1723	525	1839	561	36	1.42
C5	36		1.42					37	1.46
AIF	C1	1626	496	1623	495	34	1.34	36	1.41
	C5					38	1.50	34	1.33

LEVEL II VESTS

OPTION B

1. SCOPE

The concealable body armor shall meet the NIJ STD. 0101.06 / NIJ .06 Standards 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 entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

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 0101.06, Ballistic Resistance of Police Body Armor and NIJ 2006 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-0101.06, Ballistic Resistance of Police Body Armor/ NIJ 2006 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 STD. 0101.06 / NIJ .06 Standards

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 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 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 0101.06 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 0101.06. 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.

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. 0101.06 / NIJ .06 Standards 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 2006 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 0101.06. 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 0101.06.

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 0101.06 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 STD. 0101.06 / NIJ .06 Standards 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**

LEVEL II VESTS -OPTION B

Level II – weight is .87 (+/-5%) pounds per square foot for male and female. Thickness is .23 inches.

Protection Level Specifications:

Threat 1 – Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 9mm v50 (fps / mps)		Conditioned 9mm v50 (fps / mps)		New 9mm BFS (mm / in)		Conditioned 9mm BFS (mm / in)	
		BII	C2	1711	522	1663	507	29	1.14
C5	27		1.06					28	1.10
BIIF	C1	1671	509	1669	509	32	1.26	31	1.22
	C5					30	1.18	29	1.14

Threat 2 – Heavy Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357mag v50 (fps / mps)		Conditioned 357mag v50 (fps / mps)		New 357mag BFS (mm / in)		Conditioned 357mag BFS (mm / in)	
		BII	C2	1693	516	1608	490	31	1.22
C5	32		1.26					35	1.38
BIIF	C1	1636	499	1591	485	36	1.42	35	1.38

Special Threats testing (v50fps)

Model	9mm 127gr SXT	357 Sig 125gr GDHP	9mm 124gr FMJ	5.7x28 SS197 V0	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
BII	1685	1742	1711	Passed	2670	2438(a,b)	2058(a)	1949(a)	1486

LEVEL IIIA VESTS

OPTION A

1. SCOPE

The soft body armor system shall meet the NIJ STD. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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 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. 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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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.

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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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 repellant 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:

<u>Characteristic</u>	<u>Requirement</u>	<u>Test Method</u>
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 (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. 0101.06 / NIJ .06 Standards 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. 0101.06 / NIJ .06 Standards 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 STD. 0101.06 / NIJ .06 Standards 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

LEVEL IIIA VESTS- OPTION A

Level IIIA - **AIIIA-1** weight is .98 (+/- 5%) pounds per square foot for male. Thickness is .3 inches.

Level IIIA - **AIIIAF** (female) weight is 1.19 (+/-5%) pounds per square foot for female. Thickness is .3 inches.

Protection Level Specifications:

Threat 1 – Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig v50 (fps / mps)		Conditioned 357 Sig v50 (fps / mps)		New 357 Sig BFS (mm / in)		Conditioned 357 Sig BFS (mm / in)	
		AIIIA-1	C1	1813	553	1747	533	31	1.22
C5	30		1.18					25	0.98
AIIIAF	C1	1943	592	1895	578	27	1.06	26	1.02
	C5					26	1.02	24	0.94

Threat 2 – High Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44mag v50 (fps / mps)		Conditioned 44mag v50 (fps / mps)		New 44mag BFS (mm / in)		Conditioned 44mag BFS (mm / in)	
		AIIIA-1	C1	1618	493	1581	482	41	1.61
C5	42		1.65					35	1.38
AIIIAF	C1	1785	544	1725	526	36	1.42	35	1.37
	C5					34	1.34	32	1.26

Special Threats testing (v50 fps)

Model	FBI Compliant	DEA	9mm 127gr SXT	357 Sig 125gr GDHP	9mm 124gr FMJ	5.7 x 28 SS197 V0	2gr RCC	4gr RCC	16gr RCC	64gr RCC
AIIIA-1	Yes	Yes	1714	1854	1716	Passed	2954*(b)	2542*(b)	2097*(b)	1638*(b)

LEVEL IIIA VESTS

OPTION B

1. SCOPE

The soft body armor system shall meet NIJ STD. 0101.06 / NIJ .06 Standards 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 0101.06, Ballistic Resistance of Police Body Armor and NIJ 2006 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-0101.06, Ballistic Resistance of Police Body Armor / NIJ 2006 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 0101.06. / NIJ 2006

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. 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 0101.06 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 0101.06. 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.

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. 0101.06 / NIJ .06 Standards 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 2006 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 repellant 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:

<u>Characteristic</u>	<u>Requirement</u>	<u>Test Method</u>
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. 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 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 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.** Department(s) will accept Equal to or Better upon approval of all participating departments. (The body armor carrier must protect the officer from any electronic shock weapon.)

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 0101.06. 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 0101.06.

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 0101.06 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 STD. 0101.06 / NIJ .06 Standards 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

LEVEL IIIA VESTS- OPTION B

Level IIIA - **KXPIIIA** weight is 1.15 (+/- 5%) pounds per square foot for male only. Thickness is .21 inches.

Level IIIA - **KXPIIIAF (female)** weights are 1.18 (+/- 5%) pounds per square foot for male and female. Thickness is .25 inches.

Protection Level Specifications

Threat 1 - Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 357 Sig v50 (fps / mps)		Conditioned 357 Sig v50 (fps / mps)		New 357 Sig BFS (mm / in)		Conditioned 357 Sig BFS (mm / in)	
		KXPIIIA	C2	1829	558	1747	533	28	1.10
C5	28		1.10					28	1.10
KXPIIIAF	C1	1800	549	1726	526	27	1.06	25	0.98
	C5					26	1.02	29	1.14

Threat 2 - Heavy Caliber

Model / Test ID #	Cert Size (C1-C5)	New 44mag v50 (fps / mps)		Conditioned 44mag v50 (fps / mps)		New 44mag BFS (mm / in)		Conditioned 44mag BFS (mm / in)	
		KXPIIIA	C2	1677	511	1622	495	36	1.42
C5	34		1.34					33	1.30
KXPIIIAF	C1	1715	523	1650	503	37	1.46	34	1.34
	C5					36	1.42	33	1.30

Special Threat testing (v50 fps)

Model	9mm 127gr SXT	357 Sig 125gr GDHP	9mm 124gr FMJ	5.7x28 SS197 V0	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
KXPIIIA	1666	1883	1883	Passed	2936(a,b)	2541(a,b)	2094(a,b)	1941(a,b)	1638(b)

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. ***PRE-BID CONFERENCE WILL BE HELD: Day Month, 00, 2016 @Ttime 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.

3. **ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Sandy Suarez, 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 email to: sandy.suarez@co.hidalgo.tx.us , no later than, day, Month 00, 2016 at 5:00 P.M. Responses to said inquiries will be sent to all applicants via e-mail by no later than day, Month 00, 2016 at 5:00 P.M

Bid No.: 2016-106-00-00-SGS

Buyer II: Sandy Suarez

Tele. No: (956)318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY “BULLET PROOF VEST (soft body armor)”

BID OPENING DATE: MONTH 00, 2016 @ 9:30 A.M.

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 – BULLET PROOF VEST (SOFT BODY AMOR)”** 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 and or/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 No. 2016-106-00-00-SGS HIDALGO COUNTY – BULLET PROOF VEST (SOFT BODY AMOR)"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MONTH 00, 2016.**

NO FACSIMILES, EMAILS 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 No.:2016-106-00-00-SGS HIDALGO COUNTY - BULLET PROOF VEST (SOFT BODY AMOR)".

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- BULLET PROOF VEST (SOFT BODY AMOR)**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) **Contract number must be indicated on the invoice.**
 - Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor’s Office
 Attn: Accounts Payable
 2808 So. Business Hwy 281
 Edinburg, Texas 78539
 (956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	MONTH 00, 2016
Award of Contract	2016
Commence Work or Deliver Products	2016

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, 2016, 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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §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, we have updated and revised our RFB packet. In accordance with these requirements, 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. In box 3 of Form 1295, you will provide the **RFB Project No. (i.e. 2016-106)**, as shown on the packet. 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 either by facsimile transmission to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us. 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. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. 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.
23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - 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.
25. 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.
26. 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 day's written notice prior to cancellation.
27. 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.

28. 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.
29. Successful bidder shall warrant that all items/services shall conform to 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.
30. 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.
31. 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.
32. Respondents must provide all documentation requested with this (RFB) –Request for Bid in their response (except for the CIQ form if NOT APPLICABLE). Failure to provide this information may result in rejection of the RFB as nonconforming.

Bid
For
HIDALGO COUNTY
“BULLET PROOF VEST (SOFT BODY AMOR)”

To: Martha L. Salazar, CPPB, Purchasing Agent
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: _____

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Review & Approve as to form "draft" agreement for [Procurement Process] of: Bullet Proof Vest (Soft Body Armour) for Hid Co.

From : Steve Crain <scrain@atlashall.com>

Tue, Apr 05, 2016 04:53 PM

Subject : RE: Review & Approve as to form "draft" agreement for [Procurement Process] of: Bullet Proof Vest (Soft Body Armour) for Hid Co.

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft agreement is OK.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

Sent: Tuesday, April 05, 2016 4:43 PM

To: Steve Crain <scrain@atlashall.com>

Cc: Marynel Trevino <mntrevino@atlashall.com>; martha salazar <martha.salazar@co.hidalgo.tx.us>; Elena Gomez <elena.gomez@co.hidalgo.tx.us>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Subject: Review & Approve as to form "draft" agreement for [Procurement Process] of: Bullet Proof Vest (Soft Body Armour) for Hid Co.

Good afternoon, Mr. Crain-

Please review and approve as to form "**draft**" agreement (attached hereto) for the purposes of the procurement process of: **2016-106-00-00-"Bullet Proof Vests" (Soft Body Armour) for Hidalgo County.**

Please advise.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department

2812 South Business Highway 281

Edinburg, Texas 78539

P(956) 318-2626 F(956) 318-2629

Email: leticia.saenz@co.hidalgo.tx.us

😊...DON'T WORRY...BE HAPPY...😊



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REQUIREMENTS AGREEMENT

C-16-106-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____ by and _____, **2016** between _____ ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including 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 Sealed 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 a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; 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 reference, that Buyer may require for use by Buyer in Hidalgo Buyer 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. Buyer also 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. The initial term of this Contract shall commence on _____, **2016** and expire on _____, **2018**, and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer 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 Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, 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: Ramon Garcia, County Judge
100 East Cano, 2nd Floor, (Administration Bldg.)
Edinburg, Texas 78539

If to Seller: _____

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.** Buyer 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.** Seller shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer 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. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p.. **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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Buyer.
- (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 Buyer, 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 Commissioner's Court: _____, 2016

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

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By: _____
Ramon Garcia, Buyer Judge

ATTEST:

Arturo Guajardo Jr., Buyer Clerk

SELLER:

By: _____

Printed Name: _____

Title: _____

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

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT