

COUNTY OF McHENRY
McHENRY COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT - ROOM 200
2200 N. SEMINARY AVENUE
WOODSTOCK, IL 60098

Sealed bids will be accepted in the above office until

September 3, 2014 at 2:00 P.M. (CST)

For
BID #14-75

***Provide Body Armor to Law Enforcement
Employees of McHenry County Sheriff's
Department***

CONTACT PERSON - DONALD A. GRAY, CPPB
DIRECTOR OF PURCHASING
MCHENRY COUNTY ADMINISTRATION BUILDING
2200 N. SEMINARY AVENUE-- ROOM 200
WOODSTOCK, IL 60098
Phone - (815) 334-4818
Fax - (815) 334-4680

COMPANY

DATE

CONTACT PERSON

ADDRESS

E-MAIL ADDRESS

CITY, STATE AND ZIP

TELEPHONE NO

FAX NO.

FEIN, or Social Security NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved December 1, 2006. This Ordinance is incorporated by reference into this bid as if it were contained

herein. If you have not received a copy of the above Ordinance and desire a copy, please contact the office of the Director of Purchasing.

SCOPE OF WORK

Provide Protective Body Armor to Law Enforcement employees of the McHenry County Sheriff's Department as per specifications. This is a multi-year bid with the Base year starting 12/1/14 thru 11/30/15, Option Year two (2) starting 12/1/15 thru 11/30/16 and Option Year three (3) starting 12/1/16 thru 11/30/17, subject to continuing need and availability of funds. Bid as per specifications contained herein.

SCHEDULE OF EVENTS	
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August 15, 2014-----	Bid Available
August 19, 2014-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
August 26, 2014-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
September 3, 2014-----	Bid due in Purchasing at 2:00 P.M.(CST)

PAYMENT

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

NON-DISCRIMINATION

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

PREVAILING WAGE

The State of Illinois requires that all wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended. This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates.htm. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. A copy of the prevailing wage rates is posted on the McHenry County website at www.co.mchenry.il.us under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Vendors may access the Illinois Department of Labor website for updates www.state.il.us/agency/idol.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

SECURITY

The contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax. The bidder's attention is directed to the McHenry County Purchasing Ordinance {S3-10, (9), (10), and (11)}.

INSURANCE

(1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$300,000 per occurrence, combined single limit for:

Bodily Injury Liability and Property Damage Liability;

- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and,
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, a **body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the County of McHenry, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of

the County of McHenry, its agents, servants, or employees or any other person indemnified hereunder.

BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid. **BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy).**

BIDS ARE DUE BACK BY 2:00 P.M. (CST) ON SEPTEMBER 3, 2014.

SEALED BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE BID/RFP TITLE, TIME & DATE OF OPENING.

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

AWARD OF ORDER

The County will award a purchase order to the lowest responsive, responsible bidder meeting the County's requirements as listed in this document. The County will be the sole judge of acceptability of any products offered.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Purchasing Department.

EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The County will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

FULL PRICING AND CONTINGENCIES

The County shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the County.

RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

REJECTION OF BIDS, WAIVER OF IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

SPECIFICATIONS

SWAT SPECIFICATIONS

The following specifications indicate all requirements for the KDH ATPC Spear heavy vest with Core-loaded system. **Only KDH ATPC Spear heavy vest will be accepted.** Included is plate material as well as accessories vest related required by the SWAT team:

- 1) KDH threat Level IIIA +certified plate/IV Multi Hit Stand Alone 10x12 Plate
- 2) ATPC Spear with Coreload including ballistic LTST-102IIIA
- 3) The belting system that removes the weight of the vest and plates from the wearer's shoulders.
- 4) Concealable carry system
[If External Carriers are included in the order, they need to be OD Green]
- 5) Attachable MOLLE system
- 6) Blackhawk brand drop leg platform
- 7) Adjustable shoulder plates
- 8) Magnetic closure on magazine pouches (M4 & Pistol) for speedy withdraw.
- 9) Pouches to include: standard radio, standard dump, double large flash bang, deluxe admin I.D. pocket with flashlight, standard tear gas holster.
- 10) Color preferred for SWAT Specifications: **OD Green.**

Bidders must provide documentation detailing NIJ Certification & provide a wearable sample of the exact armor bid for evaluation. Prior to order being placed, measurement and custom fitting of each SWAT operator (both male and female) must be taken.

McHenry County Sheriff's Office Expects to purchase 15 units of Threat Level IIIA armor over the life of a three year contract.

PATROL AND CORRECTIONS ARMOR SPECIFICATIONS

A. Proposal and Award for Patrol and Corrections Armor Specifications

Proposals shall be submitted in duplicate form, (One Original and One Copy) in a sealed envelope and clearly marked "Body Armor Proposal" and mailed or delivered to the Purchasing Department, 2200 N. Seminary Ave., Room 200, Woodstock, IL 60098. They shall be received no later than 2:00 p.m. January 4, 2012.

Proposals will be accepted only for armor that has been tested by an independent testing laboratory as part of the National Institute of Justice (NIJ)/ National Law Enforcement and Corrections Technology Center (NLECTC) body armor compliance testing program and found to fully comply with the requirements of NIJ Standard-01 01.06 (or current edition). **The manufactures are Point Blank, GH Armor, KDH Defense Systems, or Second Chance. The models we will consider from each of those manufacturers are Python, GH Pro, LTST-102IIIA and Monarch.** A copy of the current standard will be on file in the Purchasing Department or can be found at the following website: <https://www.ncjrs.gov/pdffiles1/nij/223054.pdf>.

McHenry County and the Sheriff reserve the right to reject any or all proposals in whole or in part as is deemed in the best interest of the department.

In determining the most advantageous proposal, McHenry County and the Sheriff reserve the right to consider quality, workmanship, service, and dependability of the product and manufacturer, independent of price.

The successful vendor agrees to provide the manufacturer's model and Level of Protection properly identified on the label of each unit of armor.

The successful vendor agrees to send a factory authorized representative to take proper measurements for proper vest fitting for the initial order. Should a representative not be available for subsequent orders, the vendor agrees to provide training to Sheriff's Office personnel on proper measuring and sizing.

Note: The model selected must be verified as having been tested by a NIJ/NLECTC approved testing laboratory and found to comply with NIJ Standard-0101.06. McHenry County and the Sheriff will verify compliance with the NIJ/NLECTC through their list published at <http://www.justnet.org/pages/BallisticCPL.aspx>.

B. Warranty and insurance

Each unit of armor provided under this contract shall be warranted **for a minimum of five (5) years to be free from all defects** in material and workmanship.

Each unit of armor provided under this contract shall be warranted for a minimum of five (5) years to meet the ballistic-resistant and deformation requirements of NIJ Standard-0101.06, at the Threat Level Type (Level IIIA) specified in the request for proposal (or such future edition of NIJ Standard-0101 that forms the basis of the contract resulting from this proposal).

C. Armor Specifications

Refer to the appendices for information regarding Level IIIA specifications. Each unit of armor of a particular type shall be new, unused, constructed of the highest quality materials, and shall:

- 1) Must come with one concealable carrier and either of the additional at the Deputy's Discretion:
 - Additional concealable carrier
 - External Carrier meeting our current uniform requirements
(Current Supplier is JG Uniforms)
- 2) Meet or exceed the minimum performance requirements for; threat Level IIIA according to the model purchased, as specified in NIJ Standard 0101.06 (or most current edition).
- 3) Be labeled in accordance with the requirements of NIJ Standard 0101.06 Section 4.1.5; clearly identifying the exact manufacturer model and, if appropriate, style specified in the contract document. Labels shall remain readable throughout the warranty period. The manufacturer may, at its option, include in addition, a catalog number for supplier or distributor for convenience, provided that such number is properly identified and totally separate from the model/style designation line.

- 4) Contain no metals of any kind within the main ballistic material. (NOTE: This clause is not applicable to insert material or add on ballistic material such as stab resistant trauma plates as identified in the appendices.
- 5) Be free from any defects affecting durability, serviceability, appearance, or the safety of the user. Workmanship and construction details, cutting, stitching and finishing shall be in all cases in accordance with first class commercial textile standard practices for the intended purpose. For all vest manufacturers, the Sheriff shall be the sole judge of the acceptability.

D. Items to be submitted with proposal.

- 1) Wearable sample of armor model being proposed, labeled in accordance with the requirements above (item c, armor specifications). **If the armor being proposed is gender specific samples for both genders must be submitted.**
- 2) The sample provided by the successful vendor will be retained by the McHenry County Sheriff's Department for comparison with the armor delivered under the resulting F.O.B. McHenry County Sheriff, 2200 N Seminary Ave., Woodstock, IL 60098. Upon acceptance of the armor delivered as a result of the order, the sample so retained will be returned to the manufacturer.
- 3) Written proof that the armor model offered has been tested by a NIJ/NLECTC Approved Laboratory that has found that model to be in full compliance with the requirements of NIJ 0101.06.
- 4) Proof of liability insurability.
- 5) List of customers to whom the Vendor has sold armor to during the past three (3) years. (Use reference page in content below)

E. Acceptance Testing

Future purchases of armor under the contract shall have written guarantees that lot has been tested and meet the NIJ Standard 0101.06.

F. Disqualification

Failure to meet any of the requirements of this request for proposal may result in the disqualification of the submitted proposal.

G. Please provide pricing for both External Carriers and Concealable in BID ON Pricing charts in content below. Colors needed are as follows:

Patrol : Navy Blue

Corrections : Black

Bidders must provide documentation detailing NIJ Certification & provide a wearable sample of the exact armor bid for evaluation. Prior to order being placed, measurement and custom fitting of each SWAT operator (both male and female) must be taken.

The Sheriff's Department expects to purchase in excess of 100 units of Threat Level 111A armor over the life of 3 year contract.

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BID ON (SWAT)

MALE

Item Description	QTY	Base Year March 1, 2014 - November 30, 2014	Option Year 2 December 1, 2014 - November 30, 2015	Option Year 3 December 1, 2015 - November 30, 2016
Level IIIA Body Armor – Size Small	1	\$	\$	\$
Level IIIA Body Armor – Size Medium	1	\$	\$	\$
Level IIIA Body Armor – Size Large	1	\$	\$	\$
Level IIIA Body Armor – Size Extra Large	1	\$	\$	\$
Additional Options (Please Price)				
Level IIIA Body Armor with concealable carrier	1			
External Carrier	1			
Additional Concealable carrier	1			
TOTALS		\$	\$	\$

Number of days for completion after receipt of purchase order _____

BID ON (SWAT)

FEMALE

Item Description	QTY	Base Year March 1, 2014 - November 30, 2014	Option Year 2 December 1, 2014 - November 30, 2015	Option Year 3 December 1, 2015 - November 30, 2016
Level IIIA Body Armor – Size Small	1	\$	\$	\$
Level IIIA Body Armor – Size Medium	1	\$	\$	\$
Level IIIA Body Armor – Size Large	1	\$	\$	\$
Level IIIA Body Armor – Size Extra Large	1	\$	\$	\$
Additional Options (Please Price)				
Level IIIA Body Armor with concealable carrier	1			
External Carrier	1			
Additional Concealable Carrier	1			
TOTALS		\$	\$	\$

Number of days for completion after receipt of purchase order _____

Is your company NIJ Certification?

YES	NO

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BID ON (CORRECTIONS AND PATROL)
MALE

Item Description	QTY	Base Year March 1, 2014 - November 30, 2014	Option Year 2 December 1, 2014 - November 30, 2015	Option Year 3 December 1, 2015 - November 30, 2016
Level IIIA Body Armor – Size Small	1	\$	\$	\$
Level IIIA Body Armor – Size Medium	1	\$	\$	\$
Level IIIA Body Armor – Size Large	1	\$	\$	\$
Level IIIA Body Armor – Size Extra Large	1	\$	\$	\$
Additional Options (Please Price)				
Level IIIA Body Armor with concealable carrier	1			
External Carrier (Patrol or Corrections)	1			
Additional Concealable carrier	1			
TOTALS		\$	\$	\$

Number of days for completion after receipt of purchase order _____

BID ON (CORRECTIONS AND PATROL)
FEMALE

Item Description	QTY	Base Year March 1, 2014 - November 30, 2014	Option Year 2 December 1, 2014 - November 30, 2015	Option Year 3 December 1, 2015 - November 30, 2016
Level IIIA Body Armor – Size Small	1	\$	\$	\$
Level IIIA Body Armor – Size Medium	1	\$	\$	\$
Level IIIA Body Armor – Size Large	1	\$	\$	\$
Level IIIA Body Armor – Size Extra Large	1	\$	\$	\$
Additional Options (Please Price)				
Level IIIA Body Armor with concealable carrier	1			
External Carrier (Patrol or Corrections)	1			
Additional Concealable carrier	1			
TOTALS		\$	\$	\$

Number of days for completion after receipt of purchase order _____

Is your company NIJ Certification?

YES	NO

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REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

THIS PAGE IS MANDATORY

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE
WILL DISQUALIFY YOUR BID MUST BE AN ORIGINAL
SIGNATURE**

CERTIFICATIONS

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. _____ Yes _____ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) _____ Yes
No

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> *Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care
Services Provider Corporation | |

*State full names, titles and addresses of all responsible principles and/or partners below;

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

If needed please submit any additional sheets.

THIS PAGE IS MANDATORY

PROPOSER'S CERTIFICATION

I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid.

I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**State of Incorporation _____

(Individual - Partnership - Company - Corporation)

(Business Address)

(City, State and Zip Code)

(By Printed Name and Signature) (Title)

(Witness Signature) (Title)

(Telephone No) (Fax No.)

(Date)

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