



OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

Rita Weiss
Purchasing Director

(815) 740-4605
Fax (815) 740-4604
rweiss@willcountyillinois.com

March 7, 2019

To whom it may concern:

You are invited to submit your bid for the purchase of body armor for Enforcement and Corrections Officers, Will County Sheriff's Department, Joliet, IL 60433. Complete bid specifications for Corrections and Enforcements Officers are attached. The contract shall be for a term of three (3) years, effective June 1, 2019 through and include May 31, 2022.

A 10% bid bond or cashiers check made payable to the Will County Treasurer, calculated on one year grand total, must accompany your bid, or it will not be considered. Money orders or company checks will not be accepted.

Bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than 9:00 A.M., Wednesday, March 27, 2019, “as so indicated by the time stamp clock of Will County”**.

Bids will be publicly opened and read by the Will County Executive or his representative at 9:10 A.M., on **Wednesday, March 27, 2019**, at the Will County Office Building, 2nd floor, 302 N. Chicago St., Joliet, IL 60432. You are welcome to attend the meeting.

The County of Will reserves the right to accept or reject any or all bids or proposals in whole or part as may be specified in the solicitation, when it is for good cause and in the best interest of the County.

Should you have any questions regarding this bid, please contact Rita Weiss, Purchasing Director via email at rweiss@willcountyillinois.com. We welcome your bid.

Sincerely,

Rita Weiss

Rita Weiss
Purchasing Director

**ADVERTISEMENT OF BID
FOR THE PURCHASE OF
BODY ARMOR**

SEALED BIDS FOR THE PURCHASE OF BODY ARMOR FOR THE WILL COUNTY SHERIFF'S DEPARTMENT, JOLIET, IL 60432, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 9:00 A.M., **WEDNESDAY, MARCH 27, 2019**.

BIDS WILL BE PUBLICLY OPENED **WEDNESDAY, MARCH 27, 2019** AT 9:10 A.M. AND READ ALOUD BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL 60432, 2ND FLOOR.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com AND www.willcountyillinois.com, AS WELL AS THE PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL. 60432, (815) 740-4605 OR purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY SHALL ACT AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED IN WHOLE OR IN PART.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH

**Instructions to Bidders
for the Purchase of
Body Armor**

GENERAL SPECIFICATIONS:

Sealed bids are invited for the purchase of body armor for Enforcement and Corrections Officers, Will County Sheriff's Department, 16911 West Laraway Rd., Joliet, IL 60433. The contract shall be for a term of three (3) years, effective June 1, 2019 through and including May 31, 2022.

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, Illinois 60432, not later than **9:00 A.M., Wednesday, March 27, 2019**
BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Sealed bids will be publicly opened and read aloud by the Will County Executive or his representative at **9:10 A.M., Wednesday, March 27, 2019**, at the Will County Office Building, 302 N. Chicago St., 2nd floor, Joliet, Illinois 60432.

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of Contract Documents shall be submitted** with the proposal, in triplicate with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED.** All Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed.

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, **plainly marked** with the bidder's name and address and the notation:

Sealed bid: 2019-23 Sheriff's Dept. Body Armor

Bids due: Wednesday, March 27, 2019, 9:00 A.M.

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

Specifications:

Specifications are attached hereto and incorporated herein.

Tax Exemption:

The County of Will is exempt from federal, state and municipal taxes.

Signature of Bids:

The **signature on bid documents shall** be that of an authorized representative of bidder. An officer of or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making his bid, represents that he has read and understands the bidding documents.

Any bid not containing said signed documents shall be non-conforming and shall be rejected.

Bidding Procedures:

1. All bids must be prepared on the forms provided by the County of Will and submitted in ***triplicate, including literature*** in accordance with the instructions to bidders. Please put your bid deposit, bid form and prime certification paperwork at the front of your bids.
2. Unless otherwise provided in any supplement to the instructions to bidders, no bidder shall modify, withdraw, or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the advertisement for bids.
3. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases, a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection whenever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids
4. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to Rita Weiss, in writing at rweiss@willcountyillinois.com. After bids are received, the vendor will make no allowance for oversight.

Substitutions:

1. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents.
2. If any bidder deviates from the contract specifications or provides an alternate product, they must specify brand name, model number, supply literature and specifications **in triplicate** of the product they are bidding on in a letter attached to the bid, as well as the bid form. The Will County Executive or his representative and a representative from the Sheriff's Department shall judge whether an article shall be deemed to be equal.
3. Brand names, which may be mentioned in the contract specifications, are used only as a reference to the type and quality of equipment and/or materials desired. However, any deviation from or substitution in a brand name stated in the contract specifications shall be listed as required under paragraph (2) of this section.
4. Bids will be considered on equipment or material complying substantially with specifications provided. Each deviation is stated and the substitution is described, including technical data when applicable, in a letter attached to the bid. The Will County Executive or his representative and a representative from the Sheriff's Department reserves the right to determine as to whether such substitutions or deviations are within the intent of the specifications and will reasonably meet the service requirements of the using department.

Bid Security:

A 10% bid bond or cashier's check made payable to the Will County Treasurer, shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a contract will be entered into. **Money Orders or company checks will not be accepted.** The bid bond or cashier's check of the unsuccessful bidder will be returned after the contract has been awarded by the County Board.

The bid bond or cashier's check of the successful bidder **shall be returned** by the County of Will at such time as a **100% performance bond** is delivered to the County of Will which shall be held for the entire length of the contract. The performance bond should be **100% of the calculated grand total of award.**

The performance bond will be returned upon satisfactory completion of contract.

Non-Discrimination:

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1, *et. seq.*

Rejection of Bids:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject all bids and the right to waive any non-material irregularities in any bid received. Bidder may bid on either or both types of vests listed on bid form.

Default:

In case of default by the successful vendor, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful bidder any of its costs resulting from the default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such acquisition is made.

No Bids:

Those who wish not to submit a bid for this project please return your bid plainly marked "**no bid**" or send email of same, so your company's name remains active in our files. If you choose not to reply your name will be removed and no future bids will be sent to your company.

Contract duration:

Contract period for the body armor will be three-years beginning June 1, 2019 and extend through May 31, 2022. The supplier will be allowed to raise the vest price up to 5% once a year if needed, after the first year of the bid, in conformance with the procedure set forth in Section 12 of the technical specifications below. A letter must be sent 60 sixty days prior to raising the vest prices.

Words and figures:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

Prime Contractor Certification:

Included in this bid package is a Prime Contractor Certification form. This form **must** be filled out and returned with your bid package or it will not be accepted.

Tax Exemption:

The County of Will is exempt from Federal, State and Municipal Taxes.

Prices:

Prices shall remain firm for 90 days once bids have been opened and are being evaluated and awarded.

Samples:

Each vendor must submit a sample vest(s) identical to each type of vest(s) being bid. Vests will be used for test and evaluation and will only be returned if a prepaid UPS call tag or prepaid label from any other shipping carrier of your choice is supplied. If no return label is included the vest will become property of the Will County Sheriff's Office.

Samples **MUST** be received **on or before Wednesday, March 20, 2019** and sent to the Will County Sheriff's Training Division, Attn: Sgt. Steve Formenti, 16911 W. Laraway Rd, Suite 101, Joliet, IL 60433. You may use the label below to attach to the outermost package of the samples as it must be **clearly marked as a sample for bid 2019-23 – Sheriff's Body Armor** and **reference the vendor** it is being sent for.

Bidder must submit samples of all products for test and evaluation before award of any item. Samples must be received **on or before Wednesday, March 20, 2019.**

<p>Vendor Return Address:</p> <hr/> <p>SAMPLES FOR BID # 2019-23 BODY ARMOR BID</p> <hr/> <p>Deliver to:</p> <p>WILL COUNTY SHERIFF'S TRAINING DIVISION 16911 W. LARAWAY RD, Suite 101 ATTN: SGT. STEVE FORMENTI JOLIET, IL 60433</p>

Delivery:

All prices are to be delivered prices. Additional freight charges will not be accepted at time of invoicing.

Choice of Law and Venue:

Any cause of action related to this bid, or contract related thereto, shall be governed by the laws of the State of Illinois without regard to conflict of law provisions. Venue for any cause of action related to this bid, or any contract related thereto, shall be in the Twelfth Judicial Circuit, Will County, Illinois.

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption, making reference to the specific FOIA provision applicable without simply making a general claim that the information is "confidential," "proprietary," "exempt from disclosure," or the like. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

Awarding of Bid:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated. **You may bid on either or both types of vest; Enforcement and/or Corrections Officers/Court Security Officers.**

This bid may be awarded in whole or in part to bidder(s), by line item.

The bid is expected to be approved at the May 16, 2019 meeting of the Will County Board.

SUBMITTAL REQUIREMENTS:

Each of the following Products shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. **10% Bid Bond** or Cashier's Check
2. **Signed** Prime Contractor Certification Form
3. **Signed** and completed Bid Form
4. **Signed** and completed Receipt of Addenda Form
5. **Samples** of each type of vest being bid – delivered to Will County Sheriff's Training Division, on or before Wednesday, March 20, 2019.

Technical Specifications – Enforcement Officers:

1. Construction: Body armor shall be 2 pc, full coverage, with no gaps in the body armor, with replaceable elastic and Velcro fastening straps with a "v" or scoop neck front panel. The ballistic component (Body Armor Panels) must be re-moveable to enable laundering of outer shell and cleaning of ballistic trauma insert (Semi Ridge 5X8 ICW Trauma Plat or 5X8 Soft Trauma Pack), which shall be included. Vests are to be tan to match the uniform shirt or black to match anyone else covered in this bid (Section 18). Vest may not contain the ballistic material Zylon.
2. Size: The vendor shall custom fit body armor to the individual wearer. The times and dates will be set by the Will County Sheriff's Training Unit. In addition, body armor must come in sizes c1 to c5 as listed on the NIJ compliance product list NIJ standard 0101.06 in male and female (Structure or Unstructured). No substitutions will be allowed. Documentation of sizing must accompany the Body Armor Bid. Failure to provide documentation will remove your body armor from consideration. Alterations must be provided for free for 60 days following the body armor delivery.
3. Gender: Each submitted body armor shall have two models, one male and one female (Structure or Unstructured), each designed to respectively fit the male and female torso body size, shapes and related body contours, while affording the wearer full ballistic protection.
4. Warranty: Outer shell shall be free from defects in material and workmanship for 18 months. Ballistic panels for 5 years. Warranty to be enclosed with bid. The vendor must repair or replace all body armor that become unserviceable because of manufacturer defects during the warranty period.
5. Weight: The Will County Sheriff's Office has determined that there is a direct correlation between the aerial weight (weight of a 12inch by 12inch section of the protective panel) of body armor and acceptable comfort levels. Therefore, no body armor with a measured weight of more than .86 pounds per square foot will be accepted. Areal density testing shall be conducted prior to bid submission and the NIJ report shall be sent with vest bid.
6. Backface signature: Armor model must have an average 9mm new and .357 magnum new, backface signature below 35mm. Documentation must be provided with bid. Failure to do so will remove body armor from consideration.
7. Ballistic requirement: All body armor shall be certified in accordance with the requirements for the NIJ standards 0101.06 for Threat Level II, latest revision. In addition, the body armor **must protect** the wearer **against** the county's standard duty ammunition. **The Winchester@ 180 gr. Ranger T-Series**. In addition the body armor must be capable of stopping the following ammunition (see table below-*pay special attention to this as it is what most people forget to included or they include the wrong information*); proof of compliance must be completed prior to the bid and submitted with the bid. Please include any Additional Special Threat testing along with the bid. The Winchester 180gr. Ranger T-Series is a special threat round according to NIJ and is not tested in standard testing procedures.

Manufacture, cartridge and bullet type:

Winchester 9mm Luger, 127 gr. +P+ SXT
Speer .357 Sig 125 gr. GDHP

Velocity:

1,340 ft/s +/- 30 ft/s
1,465 ft/s +/- 30 ft/s

Certification letter & test reports

Each bidder must submit the following documentation for the vest being offered:

- a. NIJ letter of compliance with 0101.06 requirements
 - b. HP White or US test labs independent 0101.06 summary of results
 - c. ISO 9001/2008 quality management system certificate
 - d. Manufacturers NIJ performance data & technical summary report
8. **ISO certification:** The manufacturer (s) of the ballistic body armor shall be ISO-9001 / 2008 certified at time of bid opening. Proof of ISO certification must be submitted with bid or your bid will not be considered.
9. **Labeling:** Each panel and carrier shall be labeled in accordance with the requirements of the NIJ standard 0101.06 or its latest revision.
10. **Insurance:** Manufacturer shall submit proof of products liability insurance in the amount of \$20,000,000.00 (twenty million dollars). Policy must be in force for at least one month prior to bid and must remain in full force through the warranted life of the vest. The County of Will and the Will County Sheriff shall be named as additional insureds on said policy, which shall be evidenced by a certificate of insurance to be provided annually by the successful vendor. Furthermore, the County of Will and the Will County Sheriff shall be notified in writing 90 days prior to any change in policy or coverage.
11. **Sample:** Each vendor must submit, **prior to their bid**, a sample of the body armor identical to the body armor that will be supplied to the Will County Sheriff's Department if the bid is awarded to your company. Please include a prepaid ups call tag or prepaid label from any other shipping carrier of your choice for us to use to return the sample body armor once the bid has been approved and awarded. If no return label is included the body armor will become property of the Will County Sheriff's Office.
- Samples **MUST** be received **on or before Wednesday, March 20, 2019** and sent directly to the Will County Sheriff's Office, 16911 W. Laraway Rd, Suite 101, Attn: Sgt. Steve Formenti, Joliet, IL 60433. Sample must be **clearly marked as a sample for bid 2019-23 – Sheriff's Body Armor** and **reference the vendor** it is being sent for.
12. **Contract duration:** Contract period for the body armor will be for three years. Prices quoted must be firm for one year after which an escalator may be invoked upon request and verification of a letter from the supplier and/or published price sheets. Such request must be made to the purchasing agent listed on the contract at least sixty (60) days in advance of the effective date of the increase. Price shall be based on price increase from the manufacturer only and shall not exceed 5% of the firm bid price per years two and three. Requests for increases must include documentation of the price increase from the manufacturer and the increase must be approved by the Will County Sheriff's Office, prior to its effective date.
13. **Purchased quantity:** The Will County Sheriff anticipates purchasing 50 (+/-) pieces of body armor vests, per type, per year. All estimates listed are estimates only and not a guarantee of the amount that will be ordered. The County of Will reserves the right to purchase plus/minus 50 vests, per type, per year for the life of the contract as needed.

14. Return of product: If it is determined that the product does not meet requirements as stated, and the department chooses the refund option, the manufacturer shall reimburse the department a percentage of the purchase price as follows:

Day one to one-year	Full Refund
One year & one day to two years	80%
Two years & one day to three years	60%
Three years & one day to four years	40%
Four years & one day to five years	20%
More than five years	No Refund

15. Vest upgrades: The Will County Sheriff's Office in an effort to find the best possible vest fit for their employees will allow each employee at their discretion the opportunity to upgrade their vest at their own expense. Each vendor shall provide an upgrade cost for their vest series and the terms of payment, check, money order or credit card. The cost will be submitted with the original vest bid. The employee will make the payment for the cost of vest upgrade at the time of vest fitting.

16. Special threats: See Section 7 for those requirements.

17. Vest carriers: Each vest shall come with two concealable vest carriers in tan or black for anyone else covered under this bid (Section 18).

18. Vest purchasers: The Forest Preserve District of Will County Police, Will County Probation, Will County Emergency Management Agency, Animal Control (2807 McDonough St., Joliet, IL. 60436), and Will County Sheriff's Office will all be covered for vest purchases under this bid.

19. Service: Unless the bidder maintains a storefront in Will County, the bidder must be willing and able to travel to the agency for vest fitting upon request of the agency for the purpose of accommodating new hires. In addition, during each year of the contract the successful bidder must coordinate with the training unit sergeant to schedule yearly fittings to be performed during each shift; 6:00am-6:00pm and 6:00pm-6:00am. The successful bidder must be willing to provide at least 5 separate days over a period of 2 weeks for yearly fittings. Furthermore, in the event there is a problem with any vest the successful bidder must be willing and able to travel to the agency to resolve the problem, unless the successful bidder continues to maintain a storefront in Will County, Illinois.

20. Delivery: Body armor is expected to be delivered within 8 weeks after the Purchase Order (PO) is issued.

Technical Specifications – Corrections Officers/Court Security Officers:

1. Construction: Body armor shall cover both the front and back, full coverage, with no gaps in the body armor, with replaceable elastic and Velcro fastening straps with a "v" or scoop neck front panel. The ballistic and stab Resistance component (Body Armor Panels) must be re-moveable to enable laundering of outer shell and cleaning of ballistic trauma insert (Semi Ridge 5X8 ICW Trauma Plat or 5X8 Soft Trauma Pack), which shall be included. Vests are to be tan to match the uniform shirt or black to match the emergency response team uniforms or anyone else covered under this bid (Section 18). Vest may not contain the ballistic material Zylon.
2. Size: The vendor shall custom fit the body armor to the individual wearer. The times and dates will be set by the Will County Sheriff's Training Unit. In addition, body armor must come in sizes c1 to c5 as listed on the NIJ compliance product list for both NIJ standard 0101.06 and NIJ 0115.00 in male and female (Structure or Unstructured). No substitutions will be allowed. Documentation of sizing must accompany the Body Armor Bid. Failure to provide documentation will remove your body armor from consideration. Alterations must be provided for free for 60 days following the body armor delivery.
3. Gender: Each submitted body armor shall have two models, one male and one female (Structure or Unstructured), each designed to respectively fit the male and female torso body size, shapes and related body contours, while affording the wearer full ballistic and stab resistance protection.
4. Warranty: Outer shell shall be free from defects in material and workmanship for 18 months. Ballistic and Stab Resistance panels for 5 years. Warranty to be enclosed with bid. The vendor must repair or replace all body armor that become unserviceable because of manufacturer defects during the warranty period.
5. Weight: The Will County Sheriff's Office has determined that there is a direct correlation between the aerial weight (weight of a 12inch by 12inch section of the protective panel) of body armor and acceptable comfort levels. Therefore, no body armor with a measured weight of more than 1.20 pounds per square foot will be accepted. Areal density testing shall be conducted prior to bid submission and the NIJ report shall be sent with vest bid.
6. Backface signature: Armor model must have an average 9mm new and .357 magnum new, backface signature below 35mm. Documentation must be provided with bid. Failure to do so will remove body armor from consideration.
7. Ballistic and Stab Resistance requirement: All body armor shall be certified in accordance with the requirements for the NIJ standards 0101.06 for Threat Level II, latest revision and NIJ 0115.00 Threat Level II and Spike 2, latest revision. In addition, the body armor ***must protect*** the wearer ***against*** the county's standard duty ammunition. ***The Winchester® 180 gr. Ranger T-Series.*** In addition the body armor must be capable of stopping the following ammunition (see table below-***pay special attention to this as it is what most people forget to included or they include the wrong information***); proof of compliance must be completed prior to the bid and submitted with the bid. Please include any Additional Special Threat testing along with the bid. The Winchester 180gr. Ranger T-Series is a special threat round according to NIJ and is not tested in standard testing procedures.

Manufacture, cartridge and bullet type:

Winchester 9mm Luger, 127 gr. +P+ SXT
Speer .357 Sig 125 gr. GDHP

Velocity:

1,340 ft/s +/- 30 ft/s
1,465 ft/s +/- 30 ft/s

Certification letter & test reports

Each bidder must submit the following documentation for the vest being offered:

- a. NIJ letter of compliance with 0101.06 and 01150.00 requirements
 - b. HP White or US test labs independent 0101.06 and 0115.00 summary of results
 - c. ISO 9001/2008 quality management system certificate
 - d. Manufacturers NIJ performance data & technical summary report
8. **ISO certification:** The manufacturer (s) of the ballistic body armor shall be ISO-9001 / 2008 certified at time of bid opening. Proof of ISO certification must be submitted with bid or your bid will not be considered.
9. **Labeling:** Each panel and carrier shall be labeled in accordance with the requirements of the NIJ standard 0101.06 and 0115.00 or its latest revision.
10. **Insurance:** Manufacturer shall submit proof of products liability insurance in the amount of \$20,000,000.00 (twenty million dollars). Policy must be in force for at least one month prior to bid and must remain in full force through the warranted life of the vest. The County of Will and the Will County Sheriff shall be named as additional insureds on said policy, which shall be evidenced by a certificate of insurance to be provided **annually** by **the successful** vendor. Furthermore, the County of Will and the Will County Sheriff shall be notified in writing 90 days prior to any change in policy or coverage.
11. **Sample:** Each vendor must submit, **prior to their bid**, a sample of the body armor identical to the body armor that will be supplied to the Will County Sheriff's Department if the bid is awarded to your company. Please include a prepaid ups call tag or prepaid label from any other shipping carrier of your choice for us to use to return the sample body armor once the bid has been approved and awarded. If no return label is included the body armor will become property of the Will County Sheriff's Office.
- Samples **MUST** be received **on or before Wednesday, March 20, 2019** and sent directly to the Will County Sheriff's Office, 16911 W. Laraway Rd, Suite 101, Attn: Sgt. Steve Formenti, Joliet, IL 60433. Sample must be **clearly marked as a sample for bid 2019-23 – Sheriff's Body Armor** and **reference the vendor** it is being sent for.
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13. **Purchased quantity:** The Will County Sheriff anticipates purchasing 50 (+/-) pieces of body armor vests, per type, per year. All estimates listed are estimates only and not a guarantee of the amount that will be ordered. The County of Will reserves the right to purchase plus/minus 50 vests, per type, per year for the life of the contract as needed.

14. Return of product: If it is determined that the product does not meet requirements as stated, and the department chooses the refund option, the manufacturer shall reimburse the department a percentage of the purchase price as follows:

Day one to one-year	Full Refund
One year & one day to two years	80%
Two years & one day to three years	60%
Three years & one day to four years	40%
Four years & one day to five years	20%
More than five years	No Refund

15. Vest upgrades: The Will County Sheriff's Office in an effort to find the best possible vest fit for their employees will allow each employee at their discretion the opportunity to upgrade their vest at their own expense. Each vendor shall provide an upgrade cost for their vest series and the terms of payment, check, money order or credit card. The cost will be submitted with the original vest bid. The employee will make the payment for the cost of upgrade at the time of vest fitting.

16. Special threats: See Section 7 for those requirements.

17. Vest carriers: Each vest shall come with two concealable vest carriers in tan or black for those assigned to the emergency response team or anyone else covered under this bid (Section 18).

18. Vest purchasers: The Forest Preserve District of Will County Police, Will County Probation, Will County Emergency Management Agency, Animal Control (2807 McDonough St., Joliet, IL. 60436), and Will County Sheriff's Office will all be covered for vest purchases under this bid.

19. Service: Unless the bidder maintains a storefront in Will County, the bidder must be willing and able to travel to the agency for vest fitting upon request of the agency for the purpose of accommodating new hires. In addition, during each year of the contract the successful bidder must coordinate with the training unit sergeant to schedule yearly fittings to be performed during each shift; 7:00am-3:00pm, 3:00pm-11:00pm, and 11:00pm-7:00am. The successful bidder must be willing to provide at least 5 separate days over a period of 2 weeks for yearly fittings. Furthermore, in the event there is a problem with any vest the successful bidder must be willing and able to travel to the agency to resolve the problem, unless the successful bidder continues to maintain a storefront in Will County, Illinois.

20. Delivery: Body armor is expected to be delivered within 8 weeks after the Purchase Order (PO) is issued.

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Representative

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

Date Mailed: 3/7/19
Due: 3/27/19, 9:00 A.M.
Open: 3/27/19, 9:10 A.M.

BID FORM
Purchasing Department
County of Will
302 N. Chicago St.
Joliet, IL. 60432

Contract for
#2019-23
Sheriff Body Armor

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

Vendor Name _____
 Address _____
 City _____ State _____ Zip _____
 Contact _____ email _____
 Phone _____ Fax _____ F.E.I.N. # _____

This Is Not an Order

Agency name and Will County Sheriff's Department
Delivery address: 16911 W. Laraway Rd., Suite 101, Joliet, IL. 60433
For information: Rita Weiss, Purchasing Director, rweiss@willcountyillinois.com

Include the mfg. brand name, product no. and detailed description of the product bid.
You may bid on either or both types of vest; Enforcement and/or Corrections Officers.
This bid may be awarded in whole or in part to bidder(s), by line item.

Qty/year	Description	Unit price	Extended
50 vests (+/-)	NIJ Standard 0101.06 Threat Level II vests (per attached specifications - Enforcement Officers)		\$
50 vests (+/-)	NIJ Standard 0101.06 threat level II and NIJ 0115.00 Threat Level II/ Spike 2 vests (per attached specifications – Corrections Officers/Court Security Officers)		\$
	Lead time for std sized vests ARO _____ cal days		
	Lead time for custom sized vests ARO _____ cal days		
	Grand Total for One Year		\$
	Grand Total in Written Words: _____		
	Year two (2) Percentage of Increase:		%
	Year three (3) Percentage of Increase:		%

Signed by: _____
 Title: _____

Corporate Seal here
(if available)

Approved by: _____
 Mike Kelley, Will County Sheriff

Will County reserves the right
to reject any/all bids.

Date Mailed: 3/7/19
Due: 3/27/19, 9:00 A.M.
Open: 3/27/19, 9:10 A.M.

RECEIPT OF ADDENDA FORM
Purchasing Department
County of Will
302 N. Chicago St.
Joliet, IL. 60432

Contract for
#2019-23
Sheriff Body Armor

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

VENDOR NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT _____ EMAIL _____
PHONE _____ FAX _____ FEIN # _____

This Is Not an Order

Agency name and Will County Sheriff's Department
Delivery address: 16911 W. Laraway Rd., Suite 101, Joliet, IL. 60433
For information: Rita Weiss, Purchasing Director, rweiss@willcountyillinois.com

ADDENDUM RECEIPT:

Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT:

Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT:

Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT:

Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

Vendor Return Address:

SEALED BID DOCUMENT

BID #: 2019-23
DUE DATE: 3/27/19
DUE: 9:00 A.M.
DESCRIPTION: Sheriff Body Armor

DATED MATERIAL-DELIVER IMMEDIATELY

**WILL COUNTY PURCHASING DEPARTMENT
302 N. CHICAGO ST., 2ND FLOOR
JOLIET, IL 60432**

**PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO
THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO
HELP ENSURE PROPER DELIVERY!**

LATE BIDS CANNOT BE ACCEPTED!