

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**

<b>SUBJECT:</b>	<b>11/7/2017</b>	<b>SUBMITTED BY:</b>
Award a contract to Streicher's, Inc. for the purchase of bulletproof vests		Kurt Bluder, Chief

**SYNOPSIS**

A motion is requested to award a contract in the amount of \$15,375 to Streicher's, Inc. for the purchase of bulletproof vests for police officers.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The net cost to the Village for this contract is \$9,944. The proposed FY18 Budget provides \$10,000.00 in the General Fund (Page 4-3, line 16) for this purchase. The awarded contract of \$15,375 is offset by a grant in the amount of \$5,431 provided by the Bulletproof Vest Partnership Grant from the Bureau of Justice Assistance.

**RECOMMENDATION**

Approval on the November 7, 2017 consent agenda.

**BACKGROUND**

The Downers Grove Police Department expects to purchase approximately (19) bulletproof vests in 2018. Bulletproof vests are purchased for newly hired police officers and for replacement of expired vests utilized by existing employees. Bulletproof vests must be replaced every five years. The police department conducted a call for bids for bulletproof vests to be purchased in 2018. Streicher's Inc. provided the only bid response, and has met the bid specifications. The Bureau of Justice Assistance awarded the Village of Downers Grove \$5,431.00 through its Bulletproof Vest Partnership Grant Program to offset the cost of the vests.

**ATTACHMENTS**

Agreement

"ORIGINAL"



www.downers.us

RECEIVED

OCT - 4 2017

COMMUNITY RESPONSE  
CENTER MILWAUKEE

October 2, 2017

630.434.CALL (2255)

**CIVIC CENTER**

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

**ADDENDUM 01**

**CFB-0-40-2017/TT**

**BALLISTIC VEST PACKAGE**

**FIRE DEPARTMENT**

**ADMINISTRATION**

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

An addendum has been issued to change the bid opening time to 2 p.m. on October 16, 2017.

Please sign, and return this with your bid documents.

*Theresa H. Tarka* 10/4/17

Sincerely,

VILLAGE OF DOWNERS GROVE

*Theresa H. Tarka*

Theresa H. Tarka

Purchasing

**POLICE DEPARTMENT**

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

**PUBLIC WORKS**

**DEPARTMENT**

5101 Walnut Avenue

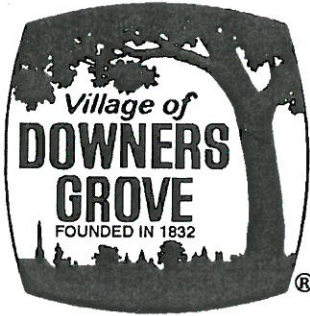
Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

## Village of Downers Grove

**CALL FOR BIDS**

- I Name of Company Bidding: STREICHER'S
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-40-2017/TT
  - B. For: Ballistic Vest Package
  - C. Bid Opening Date/Time: October 16, 2017, 11:00 a.m.
  - D. Pre-Bid Conference Date/Time: N/A
- III. Required of All Bidders:
- A. Bid Deposit: N/A
  - B. Letter of Capability of Acquiring Performance Bond: **NO**
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: **NO**
  - B. Certificate of Insurance: **Required**

Legal Advertisement Published: September 29, 2017

Date Issued: September 29, 2017

This document comprises 37 pages

**Return original and two duplicate copies** of Bid in a **sealed envelope** marked with the Bid Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
**www.downers.us**

## Village of Downers Grove

**CALL FOR BIDS****Bid No.: CFB-0-40-2017/TT**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.**

The Village Council reserves the right to accept or reject any and all Bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.



BID CFB-O-40-2017/TT

STREICHER'S  
service since 1953

www.Streichers.com

## SALES QUOTE

## Streichers - Milwaukee

4777 N 124th St

Butler, WI 53007

Phone: 262-781-2552

Fax: 262-781-0444

Federal ID # 41-1458127

Sales Quote Number: Q322033

Sales Quote Date: 10/06/17

Page: 1

Sell 53355

To: Downers Grove Police Dept.  
825 Burlington Avenue  
DOWNERS GROVE, IL 60515

Ship

To: Downers Grove Police Dept.  
825 Burlington Avenue  
DOWNERS GROVE, IL 60515

Phone: (630) 434-5600

Fax: (630) 434-5690

Ship Via

Terms

Net 15

SalesPerson Ed Marben

Phone: 262-781-2552

E-mail: edm@Streichers.com

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SBA-SXM2.Z	Ball.Panel Set: SX, Male, Lvl 2	EA	1	775.00	775.00
	<b>Vest Package (1)</b>				
SBA-OS.M1X.Z	Carrier, Covert: M1, (spec sz & color)	EA	2		
SBA-TP.STP58	Trauma Plate: Soft, 5x8	EA	1		
SBA-SXM2.Z	Ball.Panel Set: SX, Male, Lvl 2	EA	1	840.00	840.00
	<b>Vest Package (2)</b>				
SBA-OS.M1X.Z	Carrier, Covert: M1, (spec sz & color)	EA	1		
SBA-OS.U1SX.Z	Carrier, Overt: U1 Side Opening, (spec sz & color)	EA	1		
SBA-TP.STP58	Trauma Plate: Soft, 5x8	EA	1		

WE BID ARMOR SPECED PER BID.

Edward J. Marben  
EDWARD J. MARBEN  
STREICHER'S  
10/6/17

Quoted prices do not include Sales Tax. All quoted prices are valid for 60 days from the date of the quote.

Total:

1,615.00

## Village of Downers Grove

**I. CALL FOR BIDS****1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to **October 16, 2017, 11:00 a.m. .**
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

**2. PREPARATION OF BID**

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Bid including

## Village of Downers Grove

any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

- 2.5 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

### **3. PRE-BID CONFERENCE**

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### **4. SUBMISSION OF BID**

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.
- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

### **5. MODIFICATION OR WITHDRAWAL OF BID**

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the Bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time

## Village of Downers Grove

set for the Bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

**6. REJECTION OF BIDS**

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

**7. COMPETENCY OF BIDDER**

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

**8. DISQUALIFICATION OF BIDDERS**

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
  - 8.1.2 Evidence of collusion among Bidders.
  - 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
  - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
  - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
  - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
  - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

## Village of Downers Grove

## 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**9. BASIS OF AWARD**

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

**10. AWARD OF CONTRACT**

- 10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (lowest responsible bidder)

**11. RETURN OF BID DEPOSIT**

- 11.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

**12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

**13. SECURITY FOR PERFORMANCE**

- 13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of his Bid by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Said bonds shall

## Village of Downers Grove

guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Bidder.**

**14. TAX EXEMPTION**

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected vendor.

**15. RESERVED RIGHTS**

- 15.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

**16. CATALOGS**

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

**17. TRADE NAMES/SUBSTITUTIONS**

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

**II. TERMS AND CONDITIONS****18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**19. USE OF VILLAGE'S NAME**

- 19.1 The Bidder is specifically denied the right of using in any form or medium the name of the



## Village of Downers Grove

Village for public advertising unless the Village grants express permission.

**20. INSPECTION**

- 20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

**21. DELIVERIES**

- 21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

**22. SPECIAL HANDLING**

- 22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

**23. COMPLIANCE WITH OSHA STANDARDS**

- 23.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

**24. CERCLA INDEMNIFICATION**

- 24.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

**25. BUY AMERICA**

- 25.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid

## Village of Downers Grove

submission, an executed Buy America Certificate, attached hereto.

**26. CAMPAIGN DISCLOSURE**

- 26.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 26.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 26.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 26.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**27. BACKING PRECAUTIONS**

- 27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

**28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS**

- 28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

**29. COPYRIGHT/PATENT INFRINGEMENT**

- 29.1 The Bidder agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**30. INDEMNITY AND HOLD HARMLESS AGREEMENT**



## Village of Downers Grove

- 30.1 To the fullest extent permitted by law, the Bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Bidder, its employees, or its subcontractors, and the Bidder shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Bidder, its employees, or its subcontractors.

**31. NONDISCRIMINATION**

- 31.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Bid, the Bidder certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.
- (c) It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**32. SEXUAL HARASSMENT POLICY**

- 32.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights

## Village of Downers Grove

Act.

**33. EQUAL EMPLOYMENT OPPORTUNITY**

- 33.1 In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Bidder agrees as follows:
- 33.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 33.3 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 33.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 33.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 33.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

## Village of Downers Grove

- 33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**34. DRUG FREE WORK PLACE**

Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 34.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or bidder's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 34.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Village of Downers Grove

34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Bidder agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**36. PREVAILING WAGE ACT**

36.1 The Prevailing Wage Act does not apply to this Contract.

**37. PATRIOT ACT COMPLIANCE**

37.1 The Bidder represents and warrants to the Village 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 Bidder further represents and warrants to the Village that the Bidder 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**38. INSURANCE REQUIREMENTS**

38.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Village of Downers Grove

Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 38.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 38.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 38.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by



## Village of Downers Grove

the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Contract pursuant to its terms.

- 38.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 38.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 38.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**39. SUBLETTING OF CONTRACT**

- 39.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from his obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

**40. TERM OF CONTRACT**

## Village of Downers Grove

- 40.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions sections.
- 41. TERMINATION OF CONTRACT**
- 41.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 41.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.
- 42. BILLING & PAYMENT PROCEDURES**
- 42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 42.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 42.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit

## Village of Downers Grove

certified payroll records along with the invoice. No invoice shall be paid without said records.

- 42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

**43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE**

- 43.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**44. STANDARD OF CARE**

- 44.1. Any services performed by Bidder under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.

- 44.2 If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder's failure to comply with the above standard and reported to Bidder within one (1) year from the completion of Bidder's services for the Project.

- 44.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Bidder during construction or equipment installation or the furnishing of Project representatives shall not make Bidder responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contactor(s') failure to perform its work in accordance with contract documents.

**45. SUCCESSORS AND ASSIGNS**

- 45.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**46. WAIVER OF CONTRACT BREACH**

- 46.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.



## Village of Downers Grove

**47. CHANGE ORDERS**

- 47.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 47.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

**48. SEVERABILITY OF INVALID PROVISIONS**

- 48.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**49. GOVERNING LAW**

- 49.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**50. NOTICE**

- 50.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Bidder as specified on the Contract Form.

**51. AMENDMENT**

- 50.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**52. COOPERATION WITH FOIA COMPLIANCE**

- 52.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

## Village of Downers Grove

**III. DETAIL SPECIFICATIONS****BALLISTIC VEST PACKAGE****SCOPE**

This product specification details the style and quality of concealable soft body armor vests intended for use by male or female members of this agency. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.

The concealable body armor shall be the Safariland SX02-II, model BA-2000S-SX02, NIJ Standard 0101.06 for threat Level II. Bids based on body armor models other than the Safariland SX02-II, model BA-2000S-SX02 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 is 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 & Corrections Technology Center (NLECTC), and found to comply with NIJ Standard 0101.06 Ballistic Resistance of Body Armor for Type II armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

**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 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

## Village of Downers Grove

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

## **DESIGN REQUIREMENTS**

### **Ballistic Panels**

Safariland SX02-II, Model BA-2000S-SX02 or equivalent.

The soft body armor detailed herein is intended to be the standard issue armor for each member of the Downers Grove Police Department. It is also intended for daily wear as an undergarment and occasional use as an outer garment for special operations. Therefore, vests shall be designed and constructed 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. Tails on the front and back garment or carrier panels to keep the armor from "riding up" while sitting or driving.
5. Removable washable garments or carriers for ease of cleaning.
6. Optional garments or carriers that quickly and easily convert the standard ballistic panels for over-the-clothes wear.
7. Resistance against the labeled projectiles in accordance with NIJ Standard 0101.06.

### **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 or as ballistic inserts in a tactical outer garment. Therefore, vests shall be designed and constructed to provide light and thin NIJ certified armor in Level II, durability, ease of cleaning, minimum restriction of motion or mobility, and the greatest amount of ballistic coverage consistent with comfort and concealment.

Each piece of armor or vest shall include the following:

1. One (1) set of ballistic panels (1 front & 1 back)
2. Two (2) washable outer garment or under garment carriers
3. One (1) 5"x 8" soft Trauma Plate (male), 5" x 7" (female)

### **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 Honeywell Spectra DuPont Kevlar, SAATI. No other ballistic material shall be used.

As the Downers Grove Police Department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. **Bidders submitting alternate non-conforming combinations will be rejected from the bid.**





## U.S. Department of Justice

Office of Justice Programs

*National Institute of Justice*

---

Washington, D.C. 20530

November 2, 2015

Scott O'Brien  
President  
The Safariland Group  
3120 East Mission Blvd  
Ontario, CA 91761

**Notice of Compliance with NIJ Standard-0101.06**

Body Armor Model Designation: BA-2000S-SX02

NIJ Compliance Status Expires: November 2, 2020

Dear Mr. O'Brien:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard-0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at [www.justnet.org/CTP](http://www.justnet.org/CTP).

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

*"This model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List."*

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Michael K. O'Shea  
Senior Law Enforcement Program Manager  
US Department of Justice  
OJP/NIJ/OST/Operational Technologies Division

APPROVED FOR PUBLIC RELEASE;  
DISTRIBUTION IS UNLIMITED



[www.nts.com](http://www.nts.com)

December 4, 2015

Mr. Frank Smith  
Safariland, LLC  
3120 East Mission Blvd.  
Ontario, CA 91761

Dear Mr. Smith:

Per your request National Technical Systems, Inc. – Wichita Division performed Ballistic Resistance Testing in accordance with **Modified / Abbreviated NIJ 0101.06, Special Threat** and additional specifications listed on the test reports. The testing was performed on **Safariland, LLC Model BA-2000S-SX02**.

The table attached represents a summary of the test results. A copy of the ballistic test reports are attached for your inspection. The NTS test record numbers included in this series of testing are: **SAF15261-266 including 266A**

The data presented is for the samples tested only; it does not guarantee the performance of other samples of the same or similar product. The test results do not imply endorsement by National Technical Systems, Inc. – Wichita Division.

The test samples will be returned via UPS Ground. Should you have any questions, please feel free to call upon us.

Best regards,

A handwritten signature in blue ink, appearing to read "Matt Lutz", is written over a light blue horizontal line.

Matt Lutz  
Division Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/25/2017

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

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

<b>PRODUCER</b> Aon Risk Services, Inc. of Florida 13901 Sutton Park Drive South Suite 360 - Building C Jacksonville FL 32224 USA		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext.): (904) 724-2001      FAX (A/C. No.): (904) 223-0797 E-MAIL ADDRESS:																						
<b>INSURED</b> Maui Acquisition Corp Safariland, LLC 13386 International Parkway Jacksonville FL 32218 USA		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Fire &amp; Marine Ins Co</td> <td>20079</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>The Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire & Marine Ins Co	20079	INSURER B:	Travelers Property Cas Co of America	25674	INSURER C:	The Travelers Indemnity Co.	25658	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	National Fire & Marine Ins Co	20079																						
INSURER B:	Travelers Property Cas Co of America	25674																						
INSURER C:	The Travelers Indemnity Co.	25658																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** 570067693569      **REVISION NUMBER:**

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

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY				42GL010030404 General Liability SIR applies per policy terms & conditions	07/27/2017	07/27/2018	EACH OCCURRENCE	\$1,000,000	
		CLAIMS-MADE	X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$50,000		
					MED EXP (Any one person)						
					PERSONAL & ADV INJURY				\$1,000,000		
					GENERAL AGGREGATE				\$2,000,000		
		GEN'L AGGREGATE LIMIT APPLIES PER:									
	X	POLICY		PRO-JECT		LOC			PRODUCTS - COMP/OP AGG	\$2,000,000	
		OTHER:							Retention	\$250,000	
B		AUTOMOBILE LIABILITY				TJCAP9D90138417 Automobile	07/27/2017	07/27/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X	ANY AUTO							BODILY INJURY ( Per person)		
		OWNED AUTOS ONLY		SCHEDULED AUTOS	BODILY INJURY (Per accident)						
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)						
A	X	UMBRELLA LIAB	X	OCCUR		42UM010030604 Umbrella Liability	07/27/2017	07/27/2018	EACH OCCURRENCE	\$10,000,000	
		EXCESS LIAB		CLAIMS-MADE	AGGREGATE				\$10,000,000		
		DED	X	RETENTION \$10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					TC2JUB9D90133517	07/27/2017	07/27/2018	X	PER STATUTE	OTH-ER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N		N / A	Work Comp All Other State				E.L. EACH ACCIDENT	\$1,000,000
			N			TRKUB9D90137217	07/27/2017	07/27/2018		E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					Work Comp AZ / MA / WI				E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Named Insureds include: Safariland, LLC; Med-Eng, LLC; Sencan Holdings, LLC; Horsepower, LLC; Mustang Survival Holdings, Inc.; Mustang Survival, Inc.; Mustang Survival Mfg, Inc.; Safariland Global Sourcing, LLC; Tactical Command Industries, Inc.; Atlantic Tactical, Inc.; Atlantic Tactical of New Jersey Inc. and Viewu, LLC.

## CERTIFICATE HOLDER

## CANCELLATION

EVIDENCE OF INSURANCE Maui Acquisition Corp. 13386 International Parkway Jacksonville FL 32218 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Inc. of Florida</i>



### SX™ BA-2000S-SX02 - Technical Specification

<b>Test Standard</b>	NIJ Standard: 0101.06
<b>Threat Type</b>	Ballistic Level II
<b>Model</b>	BA-2000S-SX02
<b>Design</b>	Neutral
<b>Configuration</b>	
<b>Armor Material</b>	Honeywell® Spectra®, DuPont™ Kevlar®, SAATI
<b>Armor Panel Covering</b>	Dual Covered, 2 Ply, 70 Denier Textured Nylon Ripstop with TPU Lamination System
<b>Performance</b>	
<b>Areal Density</b>	0.59 lbs/ft <sup>2</sup> (2.88 kg/m <sup>2</sup> )
<b>Thickness</b>	0.160 in (4.06 mm)
<b>New V50 – 9 mm FMJ RN 124 gr.</b>	1817 ft/s (554 m/s)
<b>Conditioned V50 – 9 mm FMJ RN 124 gr.</b>	1757 ft/s (536 m/s)
<b>New V50 – .357 Mag JSP 158 gr.</b>	1699 ft/s (518 m/s)
<b>Conditioned V50 – .357 Mag JSP 158 gr.</b>	1575 ft/s (480 m/s)
<b>Backface Average – 9 mm FMJ RN 124 gr.</b>	30.4 mm
<b>Backface Average – .357 Mag JSP 158 gr.</b>	34.80 mm
<b>RPI - 9 mm FMJ RN 124 gr.</b>	3080
<b>RPI - .357 Mag JSP 158 gr.</b>	2880

#### Additional Special Threats

- Meets/Exceeds Requirements of FBI Body Armor Test Protocol
- Winchester Ranger T-Series, 9mm, 127 gr. +P+SXT (RA9TA) – 1300 ± 30 ft/s (396 ± 9 m/s)
- Winchester Ranger T-Series, .40 S&W 165 gr. SXT (RA40TA) – 1230 ± 30 ft/s (374 ± 9 m/s)
- Speer .357 Sig, 125 gr. GDHP (23918) – 1465 ± 30 ft/s (446 ± 9 m/s)
- Federal 9mm, 124 gr. +P HST (P9HST3) – 1300 ± 30 ft/s (396 ± 9 m/s)
- FN 5.7x28mm, 40 gr. SS197 Sporting Round, Blue Tip Hornady V-Max Bullet – 1750 ± 50 ft/s (533 ± 9 m/s)

Special threats tested at an independent certified NIJ laboratory in accordance with Modified / Abbreviated NIJ 0101.06 Standard IAW Sec. 7.8.1 unless otherwise specified.





## BALLISTIC PANEL

The thinnest, lightest and one of the strongest ballistic panels available. Born of breakthrough technologies and exclusive materials, SX offers unmatched performance for comfort, flexibility, durability and strength in a hybrid design.

### DESIGN

<b>CONFIGURATION</b>	Neutral & Structured
<b>ARMOR MATERIAL</b>	Honeywell® Spectra Shield®, Honeywell® Gold Shield®, DuPont™ Kevlar®, Saati
<b>ARMOR PANEL COVERING</b>	Dual Covered, 2 Ply, 70-denier Textured Nylon Ripstop with TPU Lamination System



Honeywell DuPont™ Kevlar® —SAATI

### TECHNICAL SPECIFICATION

MODEL	BA-2000S-SX02	BA-2000S-SX02F	BA-3A00S-SX02	BA-3A00S-SX02F
<b>THREAT TYPE</b>	Ballistic Level II	Ballistic Level II	Ballistic Level IIIA	Ballistic Level IIIA
<b>TEST STANDARD</b>	NIJ Standard: 0101.06	NIJ Standard: 0101.06	NIJ Standard: 0101.06	NIJ Standard: 0101.06

### PERFORMANCE

<b>AREAL DENSITY</b>	0.59 lb/ft <sup>2</sup> (2.88 kg/m <sup>2</sup> )	0.61 lbs/ft <sup>2</sup> (2.98 kg/m <sup>2</sup> ) *	0.83 lbs/ft <sup>2</sup> (4.06 kg/m <sup>2</sup> )	0.85 lbs/ft <sup>2</sup> 4.30 kg/m <sup>2</sup> *
<b>THINNESS</b>	0.160 in (4.06 mm)	0.165 in (4.19 mm) *	0.190 in (4.82 mm)	0.200 in (5.08 mm) *
<b>NEW V50 - 9MM FMJ RN 124 GR.</b>	1817 ft/s (554 m/s)	Front Panel: 1810 ft/s (552 m/s) Back Panel: 1817 ft/s (554 m/s) **		
<b>NEW V50 - .357 SIG FMJ FN 125 GR.</b>			1912 ft/s (583 m/s)	Front Panel: 1891 ft/s (576 m/s) Back Panel: 1912 ft/s (583 m/s) **
<b>CONDITIONED V50 - 9MM FMJ RN 124 GR.</b>	1757 ft/s (536 m/s)	Front Panel: 1704 ft/s (519 m/s) Back Panel: 1757 ft/s (536 m/s) **		
<b>CONDITIONED V50 - .357 SIG FMJ FN 125 GR.</b>			1833 ft/s (559 m/s)	Front Panel: 1870 ft/s (570 m/s) Back Panel: 1833 ft/s (559 m/s) **
<b>NEW V50 - .357 MAG JSP 158 GR.</b>	1699 ft/s (518 m/s)	Front Panel: 1699 ft/s (518 m/s) Back Panel: 1699 ft/s (518 m/s) **		
<b>NEW V50 - .44 MAG JSP 240 GR.</b>			1740 ft/s (530 m/s)	Front Panel: 1670 ft/s (509 m/s) Back Panel: 1740 ft/s (530 m/s) **
<b>CONDITIONED V50 - .357 MAG JSP 158 GR.</b>	1575 ft/s (480 m/s)	Front Panel: 1707 ft/s (520 m/s) Back Panel: 1575 ft/s (480 m/s) **		
<b>CONDITIONED V50 - .44 MAG JSP 240 GR.</b>			1670 ft/s (509 m/s)	Front Panel: 1679 ft/s (512 m/s) Back Panel: 1670 ft/s (509 m/s) **
<b>BACKFACE AVERAGE - 9MM</b>	30.40 mm	30.40 mm *		
<b>BACKFACE AVERAGE - .357 SIG</b>			29.20 mm	30.46 mm *
<b>BACKFACE AVERAGE - .357 MAG</b>	34.80 mm	34.40 mm *		
<b>BACKFACE AVERAGE - .44 MAG</b>			37.30 mm	38.21 mm *

\*\*In accordance with NIJ 0101.06 Female Testing the front panel must be tested separately from the back panel.

\*This is an average of both the front and back panels.





M1 Covert Carrier - Technical Specification

Brand	Safariland
Model	M1
Color	Black, Navy, White, Tan, Olive
Sizes	Custom Sizes
Configuration	Neutral (Male, Female), Structured
Armor Panel Access	Interior vertical overlap
Outer Material	100% Nylon hexagon ripstop with DWR (durable water repellent) finish
Inner Material	X-STATIC®XT2™ silver antimicrobial odor control knit
Type of Plate Pocket	External front and back top loading dual plate pocket 5x8, 7x9
Strap System	Removable and reversible contoured ergonomic straps with controlled stretch
Tails	Tails
Armor Features	<ul style="list-style-type: none"><li>• Front and rear plate pockets</li><li>• Removable contoured ergonomic straps, with controlled stretch</li><li>• Durable hexagon ripstop shell fabric</li><li>• Moisture X-Static® silver antimicrobial wicking odor control mesh liner</li><li>• Full row high profile VELCRO® Brand hook and loop closures</li><li>• Easy panel insertion</li><li>• Strategically located ergonomic VELCRO® Brand hook and loop channels for easy fastening and removal</li></ul>



## U1-SIDE / U1-FRONT - Technical Specification

<b>Brand</b>	Safariland
<b>Model</b>	U1-SIDE / U1-FRONT
<b>Color</b>	Black, Navy, White, Tan, Olive, Spruce Green
<b>Sizes</b>	Custom Sizes
<b>Configuration</b>	Neutral (Male, Female), Structured
<b>Armor Panel Access</b>	Interior horizontal bottom loading zipper with zipper garage
<b>Outer Material</b>	100% polyester shell fabric with soil repellent finish
<b>Inner Material</b>	Thermoregulating ribbed channel spacer mesh liner
<b>Type of Plate Pocket</b>	Front loading, back top loading: 5x8, 7x9, 8x10, 10x12 plates
<b>Strap System</b>	Clamshell High Profile Velcro® Brand hook and loop for adjustable shoulders and sides
<b>Pockets/Pouches</b>	9 pockets (Front Opening version) 8 pockets (Side Opening version)

### Armor Features

- Classic pin-tuck uniform shirt design
- Top entry flap pockets, pencil slots and epaulets
- Soil-repellent 100% polyester shell fabric
- Front bottom left and right hidden pockets each with internal handcuff pouches
- Clamshell Velcro® Brand hook and loop for adjustable shoulders and sides
- Quick access angled hidden gun welt pocket (Front Opening version)
- High Profile Velcro® Brand hook and loop for extra strength and durability
- Front side loading plate pocket
- Back top loading plate pocket
- Discreet zippers for panel insertion, with zipper garage
- Clean reverse zipper construction
- Ribbed channel spacer cooling mesh liner throughout
- Back neck hidden drag strap (total length 41 in), pull strength up to 393 lbs
- Ergonomic textured zipper pulls
- Medical grade soft flexible breathable detachable elastic cummerbund
- Front zipper opening (convenient on and off) and traditional side opening available



# PERRY JOHNSON REGISTRARS, INC.

## *Certificate of Registration*

*Perry Johnson Registrars, Inc., has audited the Quality Management System of:*

### ***The Safariland Group***

***13386 International Parkway, Jacksonville, FL 32218 United States***

*(Hereinafter called the Organization) and hereby declares that  
Organization is in conformance with:*

***ISO 9001:2008/BA 9000:2012***

*This Registration is in respect to the following scope:*

***Manufacture of Flexible Body Armor for the Law Enforcement,  
Military, Corrections and Private Security Personnel***

*This Registration is granted subject to the system rules governing the Registration referred to above, and the  
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



*Terry Boboige*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)  
755 West Big Beaver Road, Suite 1340  
Troy, Michigan 48084  
(248) 358-3388

*The validity of this certificate is dependent upon ongoing surveillance.*

*Effective Date:*

April 20, 2015

*Revision Date:*

April 29, 2015

*Expiration Date:*

April 19, 2018

*Certificate No.:*

C2015-01043-R1



## Village of Downers Grove

"ORIGINAL"

**Panel Construction and Areal Weight**

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 the Department 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. (.59 lbs.) per square foot for NIJ level II. Sample weights are (+/- 5%). **Bidders offering a vest which exceed these minimum weight requirements will be rejected from the bid.**

**V50 Performance Testing**

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 & Corrections Technology Center (NLECTC) for testing in accordance with NIJ Standard 0101.06. Test reports submitted by the bidder shall reflect the following minimum test results for a .59 lbs per square foot test sample. Sample weights are (+/- 5%).

	<u>9mm</u>	<u>357mag</u>
<b>V50 (fps) New Armor</b>	1817	1699
<b>V50 (fps) Conditioned Armor</b>	1757	1575
<b>V50 (m/s) New Armor</b>	554	518
<b>V50(m/s) Condition Armor</b>	536	480
<b>BFS (mm)</b>	30.40	34.80

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

**Ballistic Panel Cover Material**

The Downers Grove Police Department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Therefore, a sonic welding process to prevent moisture intrusion at the seams must seal the ballistic cover material. 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, 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.

## Village of Downers Grove

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.

### **Ballistic Panel 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 requirements set forth in NIJ Standard 0101.06 Requirements.

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.

### **Vest Garment or Carrier – Color and Materials**

Covert Carrier: Safariland Model # **SBA-M1** or equivalent.

Color: Navy

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of front and rear plate pockets, removable contoured ergonomic straps with controlled stretch, Durable hexagon ripstop shell fabric, X-Static® silver anti-microbial wicking mesh liner, Full row high-profile VELCRO® Brand hook and loop closures, Strategically located ergonomic VELCRO® Brand hook and loop channels for easy fastening and removal, and will come standard with tails. 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) or equivalent. All fabrics shall have no visible fabric or color flaws.

### **Garment or Carrier Labeling**

Each vest garment or carrier shall be labeled in accordance with the requirements of the NIJ Standard 0101.06 Requirements.

### **Trauma Plate – Trauma Plate (Soft)**

A soft trauma plate shall be included with each vest. It shall fit into the pocket sewn onto the front of each ballistic panel. The plate shall be constructed from unidirectional bullet-resistant material cut into a five-inch by eight-inch (5"x8") rectangle (male), five-inch by seven-inch (5"x7") rectangle (female), and shall be encased in a 400-denier nylon slip or equivalent.

## Village of Downers Grove

### **Manufacturer's Quality Assurance (QA) Program**

The manufacturer 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 manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The manufacturer 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.

### **Defect Rework Requirements**

The reworking of manufacturing defects so that the armor and/or armor materials meet all applicable bid specifications is not allowed.

## **MEASUREMENTS AND FITTING**

### **Custom Fitting**

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 one-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.



## Village of Downers Grove

### **Proximity for Fitting**

The successful bidder shall have a store within 30 miles of the Village's Police Department, 825 Burlington Ave., Downers Grove, Illinois. This store shall have sufficient personnel to take initial measurements and make fittings. It will be required that the successful bidder have one or more permanent outlets in this radius at all times during the contract period.

The location(s) for measurement taking must also be available during a normal business week at any time during the contract period. Hours of operation of these facilities shall be Monday through Friday, with normal business hours such as 8:00 a.m. to 5:00 p.m., with the exception of recognized holidays.

Alternatively, bidders with a store in excess of 30 miles from the Village's Police Department, 825 Burlington Avenue, Downers Grove, IL 60515, must respond to the Police Department upon request within 5 business days for measurements and fitting. Measurements shall be conducted within the normal business hours, between 8:00 a.m. and 5:00 p.m. unless otherwise agreed to by the Village and bidder.

### **ADJUSTMENTS AND ALTERATIONS**

Any vest issued that does not fit properly shall be returned to the manufacturer for alteration. All such fit adjustments shall be performed in fourteen (14) days or less at no cost to the Village.

The bidder, at its sole cost, must repair or replace any and all vests that become unserviceable because of manufacturing defects during the required warranty period.

### **POST AWARD TESTING**

The Downers Grove Police Department reserves the right to perform post-award laboratory testing on any and all armor submitted to verify strict conformance to these specifications.

This testing will be conducted at a recognized NIJ testing laboratory in strict accordance with MIL-STD-662F. The test projectiles shall be those used in the most current NIJ Standard for Threat Level II armor.

At least ten (10) days notice will be given in writing to the manufacturer so as to allow for attendance and/or observation of the test(s). The vest(s) shall perform to within eight percent (8%) of the Benchmark V-50 as documented in this specification. Three extra large vests will be tested and the three V-50 scores shall be averaged to attain one V-50 result.

### **ARTICLES REQUIRED FOR BID SUBMISSION**

#### **Armor Samples**

If an alternate product is offered, one complete sample of both the male and female vest(s) being bid

## Village of Downers Grove

is required and must be submitted **ten (10) days before bid opening to verify compliance with specifications** with the bid. Samples shall be provided at no cost to the Village and must be clearly marked with the bid number and the bidder's name. The samples shall be a Male, Medium Regular and a Female, Medium Regular.

### **NIJ Test Documentation**

Independent laboratory testing documentation showing compliance with the most current NIJ Standard Threat Level II certification for all armor submitted.

### **Independent V50 Test Reports**

Independent laboratory test reports showing compliance with the V50 performance as set forth in this bid.

### **Quality Assurance Documentation**

Manufacturers who utilize an administrative QA program such as ISO/ANSI must provide a complete copy of all administrative and production QA procedures.

### **Proof of Insurance**

Proof of product liability insurance. Minimum acceptable limits are twenty million dollars (\$20,000,000) coverage per incident. The insurance company shall be authorized to transact business in the state of Illinois.

**Failure to submit any of the above items with the bid shall be just cause for rejection of the bid.**

### **GUARANTEE/WARRANTY**

Any armor exhibiting defects during the warranty period shall be replaced without cost to the Village, including freight, by the bidder and/or manufacturer.

#### **Ballistic Panels:**

The manufacturer shall certify that all ballistic panels of an armor unit are warranted for at least five (5) years from date of delivery.

#### **Garments or Carriers**

The carriers or garments shall be warranted for at least twenty-four (24) months. Bidders whose warranty is less than 24 months will be rejected from the bid.

**Failure to submit any of the above items with the bid shall be just cause for rejection of the bid.**



## Village of Downers Grove

**PACKAGING AND MARKING**

Armor shall be packaged and shipped consistent with good commercial practices.

**Plastic Bags**

Each set of armor shall be packaged in a suitable sealed plastic bag. Each bag shall have the officer's name clearly marked for easy identification. The armor shall lie flat with the front panel laid over the back panel with the straps neatly attached.

**Shipping Cartons**

The shipping cartons shall have no voids or slack space that will allow crushing or distortion from stacking.

**Packing Slips**

Each shipping carton shall contain a packing slip bearing the manufacturer's name, commodity, quantity, lot number and serial numbers. The packing slip shall be easily identified and readily available. If attached to, or included within a carton, that carton shall be suitably marked to facilitate locating the slip.

**Tailored Overt Carrier - Side Opening Model Specification****DESIGN REQUIREMENTS**

Overt Carrier: **Safariland Model # U1** or equivalent.

Color: Navy

The Overt Carrier is designed to have the appearance of a dress outer carrier and have the capability to be used with concealable ballistic panels. The outer garment will be constructed with two pleated chest pockets and flaps with one (1) shirt button in the center of each flap, along with two lower 6" wide welt pockets above the waist line. The Overt Carrier is also equipped with mic holder, badge tabs and epaulets for more functionality. Four (4) or five (5) shirt buttons evenly spaced are attached to the center front of the outer carrier. The outer garment detailed herein is intended for daily wear as an outer garment for special operations; therefore, carriers shall be designed and constructed to provide:

1. A high degree of torso coverage.
2. Minimum restriction of motion or mobility
3. For comfort and mobility, the carriers shall be designed to meet on the wearer's side.

## Village of Downers Grove

**Tailored Overt Carrier – Color and Materials**

The outer shell material of the Overt Carrier shall be a durable polyester with a poly/cotton twill inner lining or equivalent. The material color shall be navy blue.

**Tailored Overt Carrier – Labeling**

Each vest garment or carrier shall be labeled in accordance with the requirements of the most current NIJ Standard.

**Manufacturer's Quality Assurance (QA) Program**

All Overt Carriers will be manufactured in accordance with a third party Quality Assurance Program specifically designed for armor such as and ANSI/ISO/ASQ Q9001-2000 Certification Quality Standard.

The Quality Assurance program shall provide for;

1. Control of all manufacturing processes and incoming raw materials.
2. Every carrier shall be inspected for material defects and workmanship.
3. Carriers will be inspected for defects at each production stage during manufacturing to assure the absence of defects in the final item.
4. Each carrier shall receive final inspection prior to shipment. This inspection shall include a review of the quality control inspection sheet and confirm the product against the customer's order.
5. The manufacturer shall have personnel assigned whose sole responsibility is quality control and to maintain all related serialization, traceability and certification records for soft body armor.

**MEASUREMENTS AND FITTING****Custom Fitting**

The Tailored Armor Carrier must be custom fitted to accommodate the PACA Body Armor Concealable Ballistic and/or Stab Panels.

**Quality Assurance Documentation**

Manufacturers who utilize an administrative QA program such as ISO/ANSI must provide a complete copy of all administrative and production QA procedures.

**GUARANTEE/WARRANTY**

Any carrier exhibiting defects during the warranty period shall be replaced without cost to the Village, including freight, by the bidder and/or manufacturer. The carriers shall be warranted for at least eighteen (24) months. **Bidders whose warranty is less than 24 months will be rejected from**

## Village of Downers Grove

**the bid.**

**PACKAGING AND MARKING**

Carriers shall be packaged and shipped consistent with good commercial practices.

**Plastic Bags**

Each carrier shall be packaged in a suitable sealed/taped plastic bag. Each bag shall have the officer's name clearly marked for easy identification.

**Shipping Cartons**

The shipping carton shall have no voids or slack space that will allow crushing or distortion from stacking.

**Packing Slips**

Each shipping carton shall contain a packing slip bearing the manufacturer's name, commodity, quantity, lot number(s) and serial number(s) (when applicable). The packing slip shall be easily identified and readily available. If attached to, or included within a carton, that carton shall be suitably marked to facilitate locating the slip.

**PACKAGE OPTIONS****Vest Package #1**

Safariland SX02-II Level II Concealable Armor  
2- Safariland M1 Covert Carriers (Navy Blue)  
Soft Trauma Plate

**Vest Package #2**

Safariland SX02-II Level II Concealable Armor  
1 - Safariland M1 Covert Carriers (Navy Blue)  
1 - Safariland U1 Tailored Overt Carrier (Navy Blue)  
Soft Trauma Plate

Please provide bids on both Vest Package #1 and Vest Package #2, as both packages will be offered as a choice to each individual officer. The Village purchases up to 20 vests per year, in conjunction with the expiration date and replacement eligibility requirements of the Department of Justice Bulletproof Vest Partnership Grant.

**The contract term is for one year from 1-1-18 to 12-31-18.**

Village of Downers Grove

**IV. BID/CONTRACT FORM**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

<b>BIDDER:</b>	
<u>STRETCHER'S</u>	Date: <u>10/4/17</u>
Company Name	<u>EDM@STRETCHERS.COM</u>
<u>4777 N. 124<sup>TH</sup> ST</u>	Email Address
Street Address of Company	<u>EDWARD J. MARBEN</u>
<u>BUTLER, WI. 53007</u>	Contact Name (Print)
City, State, Zip	<u>612 801-0322</u>
<u>262 781-2552</u>	24-Hour Telephone
Business Phone	<u>[Signature]</u>
<u>262 781-0444</u>	Signature of Officer, Partner or Sole Proprietor
Fax	<u>EDWARD J. MARBEN</u>
	Print Name & Title
	<u>VP CENTRAL REGION</u>
ATTEST: If a Corporation	
<u>Bernadette Bartus</u>	
Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

**MUNICIPAL REFERENCE LIST**

Municipality: WAUKEGAN Police Dept  
 Address: 101 N. WEST ST. WAUKEGAN, IL 60085  
 Telephone # 847-599-2628  
 Contact Name CMDR DAVE DEBAUFER

Municipality MUNDLEIN Police Dept  
 Address: 221 N. LAKE ST. MUNDELEIN IL 60060  
 Telephone # 847 968-4600  
 Contact Name SGT GORSKI

Municipality: ANTIOCH Police Dept  
 Address: 433 ORCHARD ST, ANTIOCH IL 60002  
 Telephone # 847 395-8585  
 Contact Name Commander JOHN LASKOWSKI

Municipality: NAPERVILLE Police Dept  
 Address: 1350 AURORA AVE, NAPERVILLE IL 60540  
 Telephone # 630 420-6721  
 Contact Name Deputy Chief BOB LEE

Municipality: MILWAUKEE County Sheriff's Dept  
 Address: 9225 S. 68th ST FRANKLIN WI 53132  
 Telephone # 414 525-5700  
 Contact Name CPT SARAH WRONSKI

Municipality: MILWAUKEE Police Dept  
 Address: 6680 N. TONTONIA AVE, MILWAUKEE WI 53209  
 Telephone # 414-935-7964  
 Contact Name SGT JEFF SUNN

Municipality \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone # \_\_\_\_\_  
 Contact Name \_\_\_\_\_

Municipality \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone # \_\_\_\_\_  
 Contact Name \_\_\_\_\_



## Village of Downers Grove



## VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: STREICHER'S  
 ADDRESS: 4777 N. 124<sup>TH</sup> ST.  
 CITY: BUTLER  
 STATE: WI  
 ZIP: 53007  
 PHONE: 262 781-2552 FAX: 262 781-0444  
 TAX ID #(TIN): #41-1458127

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: STREICHER'S  
 ADDRESS: 10911 W. Hwy 55 PO Box 41398  
 CITY: MINNEAPOLIS  
 STATE: MN ZIP: 55441

**TYPE OF ENTITY (CIRCLE ONE):**

Individual	Limited Liability Company - Individual/Sole Proprietor
Sole Proprietor	Limited Liability Company-Partnership
Partnership	Limited Liability Company-Corporation
Medical	<u>Corporation</u>
Charitable/Nonprofit	Government Agency

SIGNATURE: [Signature]

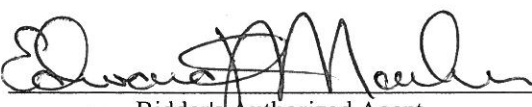
DATE: 10/4/17

Village of Downers Grove

**BIDDER'S CERTIFICATION** (page 1 of 3)

With regard to BALLISTIC VEST PACKAGE, Bidder STRETCHER'S hereby certifies  
(Name of Project) (Name of Bidder)  
the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
4. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BY:   
Bidder's Authorized Agent

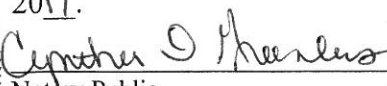
41-1458127

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 4<sup>th</sup> day of October,  
2017.



  
Notary Public

exp 12/20/2017

Village of Downers Grove

**BIDDER'S CERTIFICATION (page 2 of 3)**

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of MINNESOTA which operates under the Legal name of STRETCHER'S INC, and the full names of its Officers are as follows:

President: JEREMY JENNIGES

Secretary: BERNADETTE BARTUSIAK

Treasurer: MICHAEL GRAHAM

and it does have a corporate seal. (In the event that this Bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

---

---

---

---

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Bidder or Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

Village of Downers Grove

**BIDDER'S CERTIFICATION (page 3 of 3)**

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

INSURER'S NAME SAFARILAND LLC

AGENT AON RISK SERVICES INC

Street Address 13384 INTERNATIONAL PARKWAY

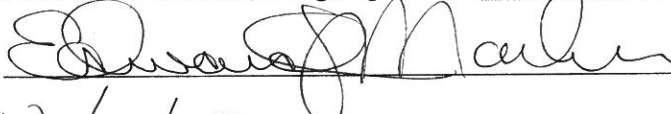
City, State, Zip Code JACKSONVILLE FL 32218

Telephone Number 904 724-2001

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: STROICHER'S

Print Name and Title of Authorizing Signature: EDWARD J. MARBEN

Signature: 

Date: 10/4/17

Village of Downers Grove

**BUY AMERICA CERTIFICATION**

**Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.**

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

***Certificate of Compliance***

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature Edward J. Mahler

Company Name STRETCHERS

Title V.P.

Date 10/4/17

***Certificate of Non-Compliance***

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.**

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.



## Village of Downers Grove

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name: STRETCHER'S

Address: 4777 N. 124<sup>th</sup> ST

City: BUTLER WI Zip Code: 53007

Telephone: (862) 781-2552 Fax Number: (862) 781-0444

E-mail Address: EDM@STRECHERS.COM

Authorized Company Signature: Edward J. Marben

Print Signature Name: EDWARD J. MARBEN Title of Official: VP

Date: 10/4/17

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

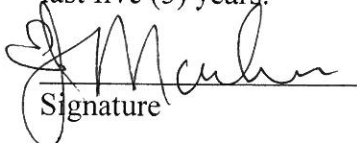
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

EDWARD J. MARBON  
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name