

#### Request for Quotation

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DPS0738

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ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

\*319095428 804-323-1855 SOUTHERN POLICE EQUIPMENT 7609 MIDLOTHIAN TURNPIKE

RICHMOND VA 23235

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

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RICHMOND VA

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

23235

SOUTHERN POLICE EQUIPMENT

7609 MIDLOTHIAN TURNPIKE

804-323-1855

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4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 304-746-2141

DATE PRINTED: TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 03/28/2007 BID OPENING DATE: 04/12/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ELEPHONE TITLE ADDRESS CHANGES TO BE NOTED ABOVE 52-0939316



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RICHMOND VA

State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

SOUTHERN POLICE EQUIPMENT

23235

7609 MIDLOTHIAN TURNPIKE

804-323-1855

Request for

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RFQ NUMBER DPS0738

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309

304-746-2141

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 03/28/2007 BID OPENING DATE: 04/12/2007 **BID OPENING TIME** 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTICY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 47.237.50 THIS IS THE END OF REQ \*\*\*\* DPS0738 \*\*\*\*\* TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATUR

52-09393/6

The West Virginia State Police are soliciting competitive bids in the form of an open end contract for the purchase of bullet resistant body armor. Vendors submitting bids on this contract do not have to be registered in the State of West Virginia to submit a bid, but if the successful low bidder, must register with the State of West Virginia and pay the \$125.00 registration fee.

#### GENERAL:

The WV State Police desire to purchase American Body Armor model XHP-IIIA or equal. This armor has been reviewed by members of the WV State Police Special Response Team and K-9 Units. These members found these vest to meet the minimum specifications of the PACA vest and other vest previously utilized by the department. The aforementioned vest had a higher comfort level which is extremely important to encourage members to wear the vest. High level threat situations occur almost instantly and members often do not have the opportunity prior to entering a high risk situation. Members wearing their vest for their entire shift are far better protected from personal injury or death than those who don't wear them.

#### SCOPE:

Vests are intended for the use by male and female officers of the agency. The vest shall be worn comfortably while being concealed under a uniform shirt. Vest shall protect 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 vest with applicable options and colors as ordered for male or female officers.

Vest shall be certified under the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor Threat Level 3A. Bids based on body armor models made by manufacturers other than American Body Armor must be clearly identified as such; those bidders should include a male and female sample, full product description, drawings and/or photos, technical specifications, as well as a list of at least ten (10) law enforcement agencies currently using that model armor for reference. *Upon request, bidders failing to submit this supporting documentation shall be rejected from the bid process.* 

When the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the agency. Evidence equivalency shall be presented for each requirement of this specification and the burden of such equivalency rest 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 terms of this specification.

Only body armor models which have been tested by the National Institute of Justice (NIJ), National Law Enforcement Technology Center (NLETC) utilizing the methodology found in the NIJ 2005 Interim Requirement for bullet Resistant Body Armor, and found to comply with the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor, for Type 3A Armor shall be submitted under this specification. NO

EXCEPTIONS. Models certified under earlier standards and grandfathered into compliance with the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor will be rejected. Vendors must provide test results of any and all rounds that exceed NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. This NIJ abbreviated testing is commonly known as "Special Threat" testing; testing of such rounds must be conducted by an NIJ approved laboratory.

#### 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. NIJ 200t Interim Requirement for Bullet Resistant Body Armor
- 2. MIL-STD-662, V50 Ballistic Test for Armor
- 3. Federal Standard no. 751, Stitches, seams, and stitching.
- 4. ISO 9001 Quality Assurance Certification
- 5. ANSI/ASQC-Q9000 Quality Standard, dated August 1, 1994
- 6. Additional Test reports of "Special Threat Testing from a certified NIJ Laboratory as required.

#### PURCHASE REQUIREMENTS:

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. Any manufacturers, which bid direct, must include a service proposal as to how measuring, reworks, and customer service will be maintained without local distribution.

#### SPECIFIC QUANTITY

The agency has the right to determine quantity, if not otherwise specified. Of the total quantity purchased both male and female products will be represented. The agency has the right to adjust the total quantities while maintaining the accepted bid price.

#### DESIGN REQUIREMENTS:

The intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment.

The soft body armor shall be designed to provide:

- 1. Light and thin NIJ 2005 Interim requirement for Bullet Resistant body armor in Level 3A
- 2. A high degree of concealment and comfort.
- 3. Minimum restriction of motion or mobility.
- 4. Optional carriers to allow for laundering and color changes.

5. Provide protection against the labeled projectiles in accordance with the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor.

#### GENERAL DESIGN:

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing a matrix of two or more of the following: Wwaron, gold RS and Dyneema or approved equal. There shall be no stitching completely through the entire ballistic panel(s), with the exception to tacks at the panel's edges. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vest shall be designed and constructed to provide (1) light and thin NIJ 2005 Interim Requirement for Bullet Resistant Body Armor certified armor in Level 3A, (2) durability (3) ease of cleaning, (4) minimum restriction of motion or mobility and (5) the greatest amount of ballistic coverage consistent with comfort and concealment.

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Availability for four or six elastic straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain concealment when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest area shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of a motor vehicle.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. The sides of the torso shall be covered by having side coverage from both the front and rear panels, as the department has determined that such a configuration maximizes both coverage and comfort. Accordingly, armor which maintains side coverage from only the front and rear panels will be rejected.

Panels and carriers shall be equipped with an internal suspension system, which prevents ballistic panels from sagging, ensuring full protection.

Each piece of soft body armor shall include the following:

- 1. One (1) set of ballistic panels (1 front, 1 rear)
- 2. One (1) complete NS washable carrier.
- 3. One (1) trauma reduction insert.

#### **OPTIONS:**

The following will be optional equipment that can be purchased:

- 1. Cool Max Tee Shirt
- 2. Additional Akwadyne Comfort Mesh removable outer carrier.
- 3. Quilted outer carrier
- 4. Tactical outer carrier

#### BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of two or more of the following: Twaron, gold RS and Dyneema or approved equal. As the agency has selected these materials, any bids which represent products manufactured from other materials shall be approved prior to an award of the contract. Agency has final decision without an appeal process for their decision.

#### PANEL CONSTRUCTION:

The ballistic panels shall be constructed of a matrix of two or more of the following: Twaron, gold RS and Dyneema. There shall be no stitching completely through the entire ballistic panel(s) with the exception to takes at the panels edges.

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. If the manufacturer contends that such feathering of the armor is advantageous, then the armor shall be tested utilizing the least number of layers, which exist in any part of the ballistic package. Failure to submit such testing shall be cause for rejection.

It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to areal density, therefore a vest section of 12"X12" (one square foot) (30.5 cm X 30.5 cm) must not exceed the following

Threat Level	maximum weight	maximum thickness
3A	.97 lbs. sq. ft.	.18 inches

#### **BALLISTIC PANEL PERFORMANCE**

#### V50 Performance

Each bidder shall submit V50 Test reports for the vest being offered. The V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ 2005 Interim Requirement for Bullet Resistant Body Armor 9mm 124 grain FMJ test projectiles. The test must be performed by an independent

laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement technology Center (NLETC) for testing in accordance with NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. Models grandfathered into compliance with the NIJ 2005 Requirement will be rejected. The vest must be tested under protocol contained in the new NIJ 2005 Interim Requirement for Bullet resistant Body Armor. The V50 test shall be against clay backing. V-50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing. Failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results.

Threat Level	Bullet Description	V50 Velocity (Minimum)
3A	9mm, 124-grain fmjrn	1816 fps

Bid submissions not including NIJ required baseline V50 reported shall be rejected. In addition to the NIJ 2005 Interim Requirement for bullet resistant body armor required 9mm/V50 test report, each bidder must provide NIJ Base Line Test Reports on the following minimum test results.

Threat Level	Bullet Description	V50 Velocity (Minimum)
3A	44 mag.fjhp 240-grain	1640 fps

Relative Performance Index (RPI)

It has been determined that the relative strength to weight ratio of a ballistic design is important in determining its comfort/performance characteristics. The strength to weight ratio is calculated by dividing the areal weight (lbs. per square foot) into the performance V50 value. A high strength to weight ratio or Relative Performance Index (RPI) indicates a high degree of comfort & performance. Therefore, the minimum RPI shall be no lower than:

Threat Level	Bullet Description	Relative Performance Index (RPI Minimum)
3A	9mm, 124-grain FMJRN	1872 fps
3A	44 mag, FJP, 240-grain	1690 fps

#### Trauma Performance (BFS)

Blunt Trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature results of NIJ 2005 Interim Requirement for Bullet Resistant Armoer certification test reports shall reflect BFS no higher than:

Threat Level	<b>Bullet Description</b>	back face signature (BFS Maximum)
3A	9mm,124-grain FMJRN	28mm
3A	44 mag, FJHP, 240-grain	42mm

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

#### **LABELING**

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

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. The ballistic panel labeling shall include, but not be limited to the following:

- 1. Name of Manufacturer
- 2. Level of Protection
- 3. NIJ 2005 Interim Requirement for Bullet Resistant Body Armor
- 4. Date of fabrication
- 5. Size
- 6. Serial Number
- 7. Model of Vest
- 8. Care instructions
- 9. Lot number.

#### BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% anit microbial Olefin treated for water repellency. Construction 70 denier and sized 110" X 85" (279cm x 215 cm). Inner cover material must be stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

#### VEST OUTER CARRIER MATERIAL

#### Removable carrier-ns-carrier

The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers integrated into the outside of the garment. Carrier shall come with fixed waist and shoulder straps. Carrier shall come with (1) set of straps. Outer vest material shall be poly-cotton or micro mini-rip. The inner carrier material shall be Akwadyne Mesh. Male carrier shall have both a 7X9 and 5X8 pockets on the outer front of the carrier. All fabrics shall have no visible fabric or color flaws.

#### TRAUMA INSERT

A trauma reduction insert constructed of bullet resistant material cut five inch by eight inch shall be provided. The trauma reduction insert shall be placed in a nylon cover, which shall be tucked into one end of the ballistic material and sewn shut through to hold it in place.

#### **QUALITY CONTROL**

The manufacturer must maintain a quality program certified under the ISO 9001 certification program by an accredited registrar under the accreditation of the Registrar Accreditation Board. The scope of the certification must include the Design and Manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant vests, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields and other police and military apparel, and narcotic identification systems.

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 inhouse 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-662 and NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. 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 V-50 ballistic lot test in accordance with MIL-STD-662. Every vest panel manufactures shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customers order.

A copy of the Certificate of Accreditation, as well as the manufactures quality control program must be submitted.

#### SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable t an incoming

material lot test and ballistic panel lay up lot test. The vendor must have the ability to trace serial numbers.

#### LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ 2005 Interim Requirement for Bullet Resistant Body Armor for backing material.

#### MEASUREMENT AND 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 meet or overlap.
- 2. The bottom edge of the front ballistic panel shall be with 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 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.
- 4. Female sizes are determined based on individual measurements including bust size and are conformed through the use of sizing/fit samples in conjunction with a tape measure and a certified Size Right Program.

## The selected bidder must have a manufacturer armor-sizing program that utilizes certified representatives and distribution-trained personnel to properly size armor.

#### FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after the original shipment of the product at no charge. Adjustments of an inch or less can be accomplished by utilizing the adjustable strap feature on the vest.

#### PRODUCT LIABILITY INSURANCE

Vest manufacture shall agree to provide a minimum of \$20,000,000.00 product liability insurance coverage on delivered vest.

#### WARRANTY

Ballistic Panels: For five (5) years after the date of purchase the manufacture will warrant the ballistic panels against defects in materials and workmanship.

The alteration of ballistic panels in any way shall render the warranty void.

#### **REMOVABLE COVERS:**

Removable machine washable covers shall be fully warranted for twelve (12) months after the date of purchase against any defects in the material and /or workmanship.

#### **PACKAGING**

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

Plastic Bags: Each set of armor, along with its optional equipment shall be placed in an individual plastic bag.

Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

#### **DOCUMENTATION**

The following documents, certifications, test-reports and samples must be provided.

- 1. Models must be clearly identified and shall include:
  - a. Full product description
  - b. Complete bid sample, male and female
  - c. Drawings and/or photographs
  - d. Technical specifications
- 2. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
- 3. Compliance with NIJ 2005 Interim Requirement for bullet Resistant Body Armor and test reports from an accredited laboratory for the vest being certified under the NIJ 2005 Interim Requirement and not grandfather in under earlier standards.
  - a. Any ballistic rounds tested above and beyond the required NIJ 2005

    Interim Requirement for Bullet Resistant body Armor standard for
    requested threat level requires a report from a NIJ Certified Laboratory.
    Any Bidder that does not provide such documentation will be rejected.
- 4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.

- a. Test Reports must be submitted for the entire ballistic package.
- b. Test reports must be submitted for incoming materials, which are utilized in the ballistic package.
- 5. Chemical test reports certifying use of Akwadyne fabric treatment
- 6. The ability to trace serial numbers.
- 7. The layer count of the vest must be uniform throughout the entire ballistic package. If not, test reports must be submitted for the vest utilizing the least amount of layers.
- 8. Quality Control Procedures
  - a. Incoming materials
  - b. Lay-up configuration
  - c. In-process configuration
  - d. Testing verification
  - e. Inspection of ballistic panel stitching
  - f. Random final product inspection and continuous in-process surveillance
- 9. Product Liability Insurance providing a minimum coverage of \$20,000,000.
- 10. Documentation stating a 5-year ballistic passage warranty
- 11. Documentation stating a 12-moth cover warranty
- 12. ISO-9001 Certificate

#### **COST**

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X	75	\$1387.50
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X	25	\$ 1625.00
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	Xtreme HP Sales - Partial List	- Partial List			
Name	Addr 1	City	St	Zip	Country
BENTON POLICE DEPT	514 S. EAST STREET	BENTON	AR	72015	USA
BOONE CO SHERIFFS OFFICE	400 E PROSPECT	HARRISON	AR	72602	USA
HARRISON POLICE DEPT	116 S. SPRING ST	HARRISON	AR	72601	NSA.
MOUNTAIN VIEW POLICE DEPT	203 SO PEABODY	MOUNTAIN VIEW	AR	72560	USA
NC HIGHWAY PATROL	ATTN RICHARD PECK	RALEIGH	NC	27607	USA
NEVADA CO SHERIFF'S OFFICE	215 E. 3RD STREET	PRESCOTT	AR	71857	USA
SANFORD POLICE DEPT.	3319 ANVIL DRIVE	SANFORD	NC	27330	USA
ALBUQUERQUE POLICE DEPARTMENT	ATTN RICK CAMPOS PROPERTY	ALBUQUERQUE	MN	87102	USA
LOWELL POLICE DEPT	105 N. RIVER ST	LOWELL	IM	53557	USA
POJOAQUE TRIBAL POLICE	ATTN CHIEF JOHN GARCIA	SANTA FE	MN	87506	USA
SAN MIGUEL COUNTY SHERIFF'S OFC.	ATTN: THERESA MALDONADO	LAS VEGAS	WN	87701	USA
SANTA FE POLICE DEPARTMENT	ATTN JOHN SCHAERFL	SANTA FE	MN	87505	USA



# Southern Police Equipment Co.

April 5, 2007

Mr. John Abbott Department of Administration Purchasing Division Building 15 2019 Washington Street, East Charleston, WV 25305-0130

Dear Mr. Abbott:

Southern Police Equipment's Customer Service department is available Monday through Friday from 8:00 AM to 7:00 PM to schedule appointments, answer questions, enter purchase orders and track shipments for any agency that may have any questions regarding this contract.

We also intend to hire a full time outside salesperson, who resides in the State of West Virginia, whose primary responsibility will be the measuring of officers for new body armor at their particular agency locations. Southern Police Equipment also has two full-time outside sales persons at this time who are currently available for the duties listed, as well as the American Body Armor representative that can also perform these duties.

Should you have any questions, or need additional information, please contact me at (800) 542-5243.

Sincerely,

John Crosby

General Manager

#### AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

#### **EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### CONFIDENTIALITY:

No Debt Affidavit (Revised 10/13/06)

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a> for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	Mein	Police Epijone	out	KAren M. A.	1/Ar
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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for
Quotation

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JOHN ABBOTT

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DPS0738

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JOHN ABBOTT

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\*319095428 804-323-1855 SOUTHERN POLICE EQUIPMENT 7609 MIDLOTHIAN TURNPIKE

RICHMOND VA 23235

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

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# Request for Quotation DPS07

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RICHMOND VA 23235

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WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

SOUTHERN POLICE EQUIPMENT

7609 MIDLOTHIAN TURNPIKE

RICHMOND VA 23235

804-323-1855

Request for ARCHUMEER Quotation

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WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE 25309

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SOUTH CHARLESTON, WV 304-746-2141 DATE PRINTED TERMS OF SALE SHIP VIAL COS FREIGHT TERMS 04/10/2007 04/12/2007 BID OPENING TIME 01:30PM

BID OPENING DATE: LINE QUANTITY. NOP ITEM NUMBER NO UNITABICE unless specific provisions are stipulated elsewhere IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES supplied are of an interior quality of do not conform TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

ordering procedure: spending unit(s) shall issue a

SIGNATURE .

P04-323- 1855

4-13-07

52-0939316 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LARFLED 'VENDOR'

SEE REVERSE SIDE FOR TERMS AND CONDITIONS



\*319095428

State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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SOUTHERN POLICE EQUIPMENT

7609 MIDLOTHIAN TURNPIKE

RICHMOND VA 23235

# Request for

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JOHN ABBOTT

EXTRACTION OF THE PROPERTY OF 304-558-2544

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS BID OPENING DATE: 04/12/2007 BID OPENING TIME 01:30PM LINE QUANTITY: UOP TEM NUMBER UNITPRICE AMOUNT WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT shall supersede any and all subsequent terms and CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES agreements or maintenance agreements, including any ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPHICATION\* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORAtion resident vendor and has maintained its head-SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 804-323-1855 4-13-07

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LARFLED WENDOR

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WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

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DATE PRINTED TERMS OF SALE SHIP VIA FOB 04/10/2007 PREIGHT TERMS BID OPENING DATE: 04/12/2007 BID OPENING TIME 01:30PM LINE QUANTITY UO⊅: ITEM NUMBER UNITPAICE AMOUNT QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OF PRINCIPAL PLACE of business continuously in west virginia for four (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH has maintained its heaquarters or principal place of BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR. ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE 4 -13-07 804-223-1855

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JOHN ABBOTT

Address correspondence to attention of 304-558-2544

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

\*319095428 804-323-1855 SOUTHERN POLICE EQUIPMENT 7609 MIDLOTHIAN TURNPIKE RICHMOND VA 23235

DATE PRINTED TERMS OF SALE SHIP VIA 04/10/2007 BID OPENING DATE: 04/12/2007 BID OPENING TIME LINE CAT QUANTITY DOP ITEM NUMBER UNITPAICE AMOUNT subsidiary's emptoyees are residents of west virginia WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE order issued; or (B) Assess a penalty against such BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. outeen Police Equipment SEE REVEASE SIDE FOR TERMS AND CONDITIONS TELEPHONE 804-323-1855 4-12-07 23.0939316 ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation DPS0738

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JOHN ABBOTT 304-558-2544

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### SOUTHERN POLICE EQUIPMENT CO., INC.

TO: BID RECEIPTS DIVISION	FROM: John Crosby  DATE: 4/16/07  TOTAL NO. OF PAGES INCLUDING COVER: 10  SENDER'S REFERENCE NUMBER:			
COMPANY: State of West Virginia				
FAX NUMBER: 304-558-3970				
PHONE NUMBER:				
RE: RFQ NO.: DPS0738 Addendum #01	YOUR REFERENCE NUMBER: RFQ NO.: DPS0738 Addendum #01			

This is our faxed copy of the Addendum #1 to RFQ No. DPS0738 which we are also sending via overnight UPS.

We are just making sure we get this there in time.

Thank you,

John Crosby



# Request for

DPS0738

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

\*319095428 804-323-1855 SOUTHERN POLICE EQUIPMENT 7609 MIDLOTHIAN TURNPIKE

RICHMOND VA 23235 WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA FO.B 04/10/2007 BID OPENING TIME 01:30PM BID OPENING DATE: 04/17/2007 UNIT PRICE AMOUNT QUANTITY ITEM NUMBER LINE UOP ADDENDUM #01 THIS ADDENDUM IS ISSUED TO ADD THE RESIDENT VENDOR PREFERENCE AND BID NOTICE EXHIBITS; AND TO EXTEND THE BID OPENING DATE TO 4/17/2007; 1:30 PM. ATTACHMENTS: 1. REVISED REQUEST FOR QUOTATION 2. ADDENDUM ACKNOWLEDGEMENT NEW BID OPENING DATE: 4/17/2007; 1:30 PM SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 204- 3>3-1855 41-13-07 ADDRESS CHANGES TO BE NOTED ABOVE 52-0939316



\*319095428

State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

# Request for

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DPS0738

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

SOUTHERN POLICE EQUIPMENT 7609 MIDLOTHIAN TURNPIKE RICHMOND VA 23235

804-323-1855

SHIP VIA F.O.B. DATE PRINTED TERMS OF SALE FREIGHT TERMS 04/10/2007 BID OPENING DATE: 04/12/2007 BID OPENING TIME 01:30PM CAT. LINE QUANTITY: UOP UNIT PRICE AMOUNT: ITEM NUMBER REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN OPEN-END CONTRACT FOR BULLET RESISTANT BODY ARMOR AND RELATED ACCESSORIES THIS CONTRACT MAY BE USED BY ALL AUTHORIZED STATE, COUNTY, AND CITY AGENCIES, SO LONG AS THE WV STATE POLICE RECEIVE ORDERS ON TIME AS STATED. 1. \$PECITICATIONS / BID FORM ATTACHMENTS: 2. AFFIDÁVIT 0001 LS 680-08 BULLET RESISTANT BODY ARMOR EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 804-323-1855 4-13-07 ADDRESS CHANGES TO BE NOTED ABOVE 53-0939316

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



\*319095428

RICHMOND VA

State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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SOUTHERN POLICE EQUIPMENT

7609 MIDLOTHIAN TURNPIKE

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4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV

25309 304-746-2141

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SOUTHERN POLICE EQUIPMENT 7609 MIDLOTHIAN TURNPIKE RICHMOND VA 23235

804-323-1855

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/10/2007 BID OPENING DATE: 04/12/2007 BID OPENING TIME 01:30PM QUANTITY UOP ITEM NUMBER AMOUNT LINE UNIT PRICE WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE \$PENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION\* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

29-0474716

204-323-1855

4-13-07

ADDRESS CHANGES TO BE NOTED ABOVE



\*319095428

State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

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RFQ NUMBER DPS0738

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

SOUTHERN POLICE EQUIPMENT 7609 MIDLOTHIAN TURNPIKE RICHMOND VA 23235

804-323-1855

DATE PRINTED. TERMS OF SALE: SHIP VIA F.O.B. FREIGHT TERMS 04/10/2007 BID OPENING DATE: 04/12/2007 BID OPENING TIME 01:30PM QUANTITY LINE LIOP ITEM NUMBER UNIT PRICE AMOUNT QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED IT\$ HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOU\$LY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID are residents of west virginia who have resided in THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDØR WITH AN AFFILIATE ØR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE of business within west virginia employing a minimum OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE #MPLOYEES OR BIDDERS' AFFILIATE'S OR SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 4-13-07 804-223-1855



State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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JOHN ABBOTT 304-558-2544

804-323-1855 SOUTHERN POLICE EQUIPMENT 7609 MIDLOTHIAN TURNPIKE

WEST VIRGINIA STATE POLICE

RICHMOND VA 23235

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4124 KANAWHA TURNPIKE SOUTH CHARLESTON, WV 25309 304-746-2141

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State of West Virginia Request for Department of Administration Purchasing Division Quotation 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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SOUTHERN POLICE EQUIPMENT

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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

804-323-1855

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RICHMOND VA 23235

SOUTHERN POLICE EQUIPMENT

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DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 04/10/2007 BID OPENING DATE: 04/12/2007 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT BID OPENING DATE 04/12/2007----BID OPENING TIME 1:30 PM-----PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 804-323-5067 CONTACT PERSON (PLEASE PRINT CLEARLY) John Crosby THIS IS THE END OF REQ DPSd738 \*\*\*\*\* TOTAL SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 804-323 - 1855 4-13.0> ADDRESS CHANGES TO BE NOTED ABOVE 29-0474716

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Exhibit 10			



April, 10, 2007

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Ref: Bid # DPS0738

To Whom It May Concern:

We would like to thank you for the opportunity to respond to your Bid. Enclosed please find the requested support documentation for the above referenced bid. Please allow these documents to be applied to Southern Police Equipment Company bidding our American Body Armor Product.

If you should have any questions or need any additional information please feel free to contact me.

Sincerely,

Patricia Coppedge
Patricia Coppedge
Regional Sales Coordinator

PURCHASINA DIVISION STATE OF WY

Certificate BE02/3514QA

<u>SGS</u>

The management system of

# Armor Holdings, Inc.

3120 E. Mission Boulevard Ontario, CA 91761

> Uno Ponienta # 115 CD Industrial Otay Thurna, SC, México

has been assessed and certified as meeting the requirements of

ISO 9001:2000

For the following activities

Design and manufacture of polymer and leather products of Safariland Duty Gear, Safariland Armor, ABA and Protech products for the law enforcement industry.

This certificate is valid from 6 May 2004 until 5 May 2007 Issue 1.

Authorised by

SGS International Certification Services EESV SGS House Noorderfaan 87 2030 Antwerp Belgium t+32 (0)3 545-48-48 f+32 (0)3 545-48-49 www.sgs.com MGMT. SYS RVA C 055

Page 1 of 1







# Warranty Armor Holdings, Inc.

### WARRANTY STATEMENT

### LIMITED WARRANTY INFORMATION

This limited warranty is expressly in lieu of all other agreements and warranties, general or special, express or implied. Any implied warranties of merchantability or fitness for a particular purpose are limited to the same duration as this express limited warranty. Armor Holdings, Inc. reserves the right, in its sole and absolute discretion, to refund all or a portion of the purchase price rather than repair or replace any ballistic panel package or removable fabric outer shell carrier.

Armor Holdings, Inc. shall not be liable for any incidental or consequential damages. Some states and countries do not allow the exclusion or limitation of implied warranties, incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This limited warranty does not cover anything resulting from misuse, abuse, neglect, alteration, breakage, interruption, damage, improper fit, failure to perform care and maintenance as instructed, or unauthorized sale, repair or service.

This limited warranty does not cover any representation or warranty made by dealers beyond the provisions of this warranty. No representative or person is authorized to assume liability on behalf of Armor Holdings, Inc. in connection with the sale or use of this product.

You must establish proof of purchase to obtain warranty service or replacement.

This limited warranty gives you specific legal rights, and you also have other rights that vary from state to state and country to country.

### SOFT ARMOR AND BALLISTICS

The ballistic panels are warranted to be free from defects in workmanship and materials for a period of five (5) years from the date of purchase.

Should the ballistic panel package be broken, interrupted, or damaged in any way, cease using immediately and return it to Armor Holdings, Inc., Ontario, California, USA, for inspection and repair in order to ensure proper functioning. In the event that the damage or interruption of the package has not been caused, as determined solely by Armor Holdings, by neglect or abuse, the panel will be inspected and repaired at no charge, provided that all postage and mailing/shipping costs are paid by the original purchaser. If the damage or interruption of the panel is determined to be caused by neglect or abuse, then Armor Holdings, Inc. will advise the owner of recommended repair or replacement and the cost.

The Warranty for the ARMORWEAR $^{\text{TM}}$  shall be immediately terminated and of no effect should the ARMORWEAR $^{\text{TM}}$  (including the ballistic package) be damaged through neglect or abuse, or worn or used with damaged or interrupted panel packages, or should any part of the ARMORWEAR $^{\text{TM}}$  be altered, modified, or repaired by anyone other than Armor Holdings, Inc.

### FABRIC OUTER SHELL CARRIER

The Outershell Carrier is warranted to be free from defects in workmanship and materials for a period of twelve (12) months from the date of purchase. The Warranty is forthwith terminated should the Outershell Carrier be abused or if the laundry instructions located on the care label attached to the garment and within this document are not complied with.

### **GENERAL**

All claims under the above Limited Warranty shall be made in writing, postage pre-paid, to Armor Holdings, Inc., 3120 East Mission Blvd., Ontario, California 91761, USA, Attention: Servicing Department. Any and all consequential damages are expressly limited to either (i) the replacement of any defective Ballistic Panel or Outershell Carrier, or (ii) a refund of the original purchase price to the original purchaser, the choice of (i) or (ii) to be at the sole option and discretion of Armor Holdings.



17

Document Title:	
Quality & Environmental	Manual

Effective Date: 10/6/04

Document Number:

PPR:

C-4.2.2-000 Rev 1

**Executive Management** 

### **Changes This Revision**

Division:

Corporate

REV #1: Added objectives and commitments to the Quality and Environmental Policy section. Minor updates to better describe or clarify linkages and references.

#### 11. Introduction

This Quality and Environmental Manual is Armor Holdings Inc. and Safariland Ltd., Inc. strategic decision to adopt a Quality Management System for conformance and certification to all applicable ISO Quality Management Systems Requirements.

The content of this Quality and Environmental Manual applies to Armor Holdings/Safariland's corporate structure and each of Safariland's Business Units and Departments. The use of the name "Safariland" within this Quality Manual is synonymous with the parent company's name, Armor Holdings Inc.

Safariland's Business Divisions shall reference conformance to the Safariland Quality and Environmental System in their current Division Business Plans, including the Mexico facility, which may be referenced as "Safariland Intercontinental".

This Manual [Level 1 Document] relates to the "what " that is required for conformance to applicable ISO Standards.

Safariland's written Process Procedure Instructions [Level 2 Documents] and Work Instructions [Level 3 Documents] relates to the "how" conformance to applicable ISO Standards is defined.

Safariland shall maintain records [Level 4 Documents] to provide assurance and evidence that the required product quality is achieved and that the Quality Management System has been implemented.

Safariland shall provide the necessary forms that identify the status of materials, products, equipment and other gages and devices used to achieve the specified requirements.

This Manual incorporates the following elements of ISO Quality and Environmental Management Systems Requirements:

> ISO 9001:2000[E] ISO 14001:1996 ISO/TS 16949:2002[E]

For ease of identification, correspondence references between ISO Quality Management Systems Requirements, will be color coded as indicated above and shown in the right page margin. Where applicable, text will be printed in color as indicated above.

Document PPR Approval - Signature & Date: CQS Approval Document Approval is via cover letter signed and Initial & Date: agreed to by Executive Management. Author/Person revising document - Signature & Date: Page 1 of 33



#### 0.1 General

0.1

Safrariland's aim is to publish a clearly defined Quality Manual that contains and conforms to all applicable ISO International Standards and any "Customer Specific Requirements". The Quality Manual shall be a controlled document when issued to individual Safariland Teammates. Other Teammates shall have access to the Quality Manual by electronic computer access.

### 0.2 Process Approach

0.2

Safariland, where applicable, will adopt the "Process Approach" methodology when developing, implementing and improving the effectiveness of a quality management system and to enhance customer satisfaction by meeting customer requirements.

To function effectively, Safariland must identify and manage numerous linked activities that use resources and managed in order to enable the transformation of inputs into outputs. The output of one process may directly form the input of the next process.

Management's control of processes provides the linkage between the individual processes within the system of processes, their combination and interactions of processes is the "Process Approach".

When used within Safariland's Quality Management System, "Process Approach" emphasizes the importance of the following:

- a. Understanding and meeting requirements.
- b. Consider processes in terms of added value.
- c. Obtaining results of processes and effectiveness.
- d. The continual improvement of processes based on objective measurement.

# 0.3 Relationship with other Quality Management System Requirements

0.3

This Quality Manual is designed to implement and conform to the requirements of all applicable linked ISO Quality Management System Requirements. Such requirements shall be used internally and used as an aid in the development of Safariland's suppliers of materials, parts and services.

# 0.4 Compatibility with other Quality Management System Requirements

0.4

This Quality Manual is aligned with all applicable ISO Quality Management System Requirements in order to enhance the compatibility of such Systems and for the benefit of Safariland's use.

### 0.5 Goal of Safariland's Quality Manual

0.5

The goal of this Quality Manual is the development of a quality management system that provides for continual improvement, emphasizing defect prevention and the reduction of variation and waste within processes.

## III. Scope

1., 1.

That all Safariland Business Divisions and Departments shall meet the specified requirements of applicable ISO International Standards for a Quality and Environmental Management Systems. In addition, to conform with any other Customer Specific Requirements that link to ISO International Standards or may be proprietary to Safariland's customers.

#### 1.1 General

1.1

Safariland will develop and document requirements for a quality and environmental management system that consistently meets customer and regulatory requirements with the aim to increase customer satisfaction through continual improvement of the system and conformity to customer specific and or regulatory requirements.

#### 1.2 Application

1.2

The Quality System Requirements of the applicable ISO International Standards shall be subject to an ongoing review for conformance and analyzed for continual improvement and revision as may required. The Quality System Requirements of all applicable ISO International Standards shall be documented for conformance to each Standard that is applicable to each Safariland Business Unit and or Department. Results of reviews shall be documented as required by Section 5, Management Responsibility.

#### 2.0 Normative Reference

2., 2.

This Quality Manual, through references in the text, constitutes the provisions of applicable ISO Quality Management System Requirements. Safariland will apply the most recent editions of relevant quality management requirements as they become effective.

#### 3.0 Terms and Definitions

3., 3.

For the purpose of this Quality Manual, the terms and definitions given in applicable ISO Quality Management Systems requirements shall apply.

The term "Organization" replaces the word "Supplier" and is synonymous with the word "Safariland". Also, the term "supplier " now replaces the term "subcontractor.

#### 3.1 Terms and Definitions for the Automotive Industry

3.1

This Quality Manual shall use the additional terms and definitions specific to the automotive industry and contained in the applicable Quality Management Systems Requirement publication.

#### IV. Procedures

#### 4.0 Quality Management System

4.. 4.

#### 4.1 General Requirements

4.1, 4.1

Safariland shall implement, document and maintain a Quality and Environmental Management System for conformance to applicable ISO 9001:2000[E], ANSI/ISO 14001 and ISO/TS 16949:2002[E] or other Customer Specific Requirements.

Safariland will identify processes, implement such processes of a Quality and Environmental Management System throughout all applicable Safariland Business Units and Departments. In addition, Safariland will identify the sequences and interactions of processes. (Refer to document C or MC-4.1-000 for an overview of the process and related documentation.)



Safariland will ensure that effective control of such processes are measured, monitored and analyzed for continual improvement. Safariland shall provide the resources required to carry out all processes required of the Quality Management System.

Safariland will implement all required actions to achieve planned results and continual improvement.

Safariland will use the "Process Approach" methodology to ensure:

- a. Understanding and meeting requirements.
- b. Consider processes in terms of added value.
- c. Measure results of process performance & effectiveness.
- d. Objectively measure the continual improvement of processes based on objective measurement.

Safariland will ensure the control of outsourced material, products and services.

Safariland will document supplier processes and document supplier compliance to Safariland's quality management system.

### 4.1.1 General Requirements-Supplemental

4.1.1

Ensuring control over outsourced processes shall not absolve Safariland of the responsibility of conformity to all customer requirements.

#### 4.2 Documentation Requirements

#### 4.2.1 General

4.4.,4.2.1

Documentation of the Quality and Environmental Management System shall include the following:

- a. Documented statement of the Quality and Environmental Policy and the Quality Objectives.
- b. All levels of printed documents shall be compliant to ISO International Standards.
- c. Documented evidence of effective planning and control of process
- d. Procedures.
- e. Control of records require by ISO International Standards.

#### 4.2.2 Quality and Environmental Manual

4.4.4, 4.2.1b

Safariland shall provide and maintain a Quality and Environmental Manual that includes the scope of the Quality Management System, referenced to documented procedures.

Safariland will identify the sequences and interactions between processes of the Quality Management System. For ease of identification and understanding of the sequences and interactions, Safariland will provide flow charts, which will graphically show such linkage of sequences and interactions between processes.



#### 4.2.3 Control of Documents

4.4.5. 4.2.3

Safariland's control of documents shall include the following:

- a. Approval of document for adequacy prior to issue.
- b. Review, update and re-approve documents as necessary.
- c. To ensure that changes and the current revision status of documents are identified.
- d. Ensure the approved and current documents are legible and available at the point of use.
- e. Ensure that document of external origin are identified and their distribution controlled.
- e. Prevent the unintended use of obsolete documents, and identify obsolete documents if they are retained for any purpose.

### 4.2.3.1 Engineering Specifications

4.2.3.1

Safariland shall have a process to assure the timely review, distribution and implementation of all customer engineering standards/specifications based on the customer's required schedule. The timeliness of the review shall not exceed two working weeks.

Safariland shall maintain a record of the date on which each change is implemented in production including updated documents. Changes shall also be reviewed for updating of other documents that link to such changes.

#### 4.2.4 Control of Records

4.5.3. 4.2.4

Records shall be established and maintained to provide evidence of conformity to requirements and the effective operation of the Quality and Environmental Management System. Records shall remain legible, readily identifiable and retrievable. A documented procedure shall be established to define the controls needed for the identification, storage, protection, retrieval, retention time and disposition of records.

#### **Records Retention**

4241

The retention of records shall satisfy regulatory and customer requirements.

### 5.0 Management Responsibility

4.4.1, 5.

Top Management shall be responsible for conformance to all applicable ISO Quality and Environmental Management Systems Requirements.

#### 5.1 Management Commitment

4.4.1, 5.1

Management's commitment is confirmed in the cover letter to this Quality and Environmental Manual, and includes as a minimum:

- a. Communicating to the organization the importance of meeting customer as well as statutory and regulatory requirements,
- b. Establishing the Quality and Environmental Policy,
- c. Ensuring that quality objectives are established,
- d. Conducting management reviews, and
- e. Ensuring the availability of resources.



#### 5.1.1 Process Efficiency

5.1.1

Top management shall review the product realization processes and the support processes to assure their effectiveness and efficiency.

#### 5.2 Customer Focus

5.2

Top management shall ensure that customer requirements are determined and are met with the aim of enhancing customer satisfaction.

#### 5.3 Quality and Environmental Policy

0.2, 4.2, 5.3

# DEDICATED TO EXCELLENCE IN ALL OF OUR PROCESSES, PRODUCTS, AND SERVICES

The objectives and commitments of this Quality and Environmental Policy are best defined through our overall object – which is a continual commitment to improving:

- a. Our financial performance,
- b. Our customer satisfaction.
- c. Our environmental performance, and
- d. Our process performance.

The Quality and Environmental Policy also includes the following commitments to:

- Implementing the "Process Approach" methodology.
- Being appropriate to the nature, scale, and environmental impacts of activities, products, and services at Safariland.
- Continual improvement and prevention of pollution.
- Complying with relevant legislations and regulations and with other requirements to which Safariland subscribes.
- Documenting and reviewing quality and environmental objectives and requirements.
- Implementing, maintaining, and communicating the Policy to all Safariland teammates and ensuring that it is understood.
- Making our objectives and targets available as public record.

### "EXCELLENCE IN ALL OF OUR PROCESSES, PRODUCTS, AND SERVICE..."

includes all aspects of the above listed controls that are necessary to the achievement of

#### "EXCELLENCE".

The Policy and its requirements shall be included in all levels of written documents, where applicable and with conformance to applicable ISO International Standards. Our objectives and commitments are updated or renewed annually through the Business Plans.

#### 5.4 Planning

4.3, 5.4

### 5.4.1 Quality and Environmental Objectives

4.3.3, 5.4.1

Safariland's Quality and Environmental objective are established in the annual Business Planning Meeting and may be reviewed periodically through Management Reviews.

In addition, Quality and Environmental Objectives shall be established for all Safariland's Business Divisions, Departments and their relevant functions and at all levels within Safariland's operations. Such objectives are contained in each Division and Departments annual business plan or in documented Goals and Quality Objectives.

Identified environmental aspects are contained in paragraph 5.4.2 and are subject to conformance to this paragraph, 5.4.1.

Objectives shall be measurable and documented for attainment of such objectives.

Objectives shall be reviewed at planned intervals, usually through Management Reviews completed during scheduled Management Strategic Review meetings. Quality objectives may change as objectives are met. Quality Objectives may recycle with tightened parameters that show continual improvement and indicate both internal and external customer satisfaction.

#### 5.4.1.1 Quality Objectives-Supplemental

5.4.1.1

Top Management shall define quality objectives and measurements that shall be included in the Automotive Business Plan and used to deploy the quality policy and achieve customer expectations within a defined period of time.

### 4.3.1 Environmental Aspects

4.3.1

The following are the Safariland identified environmental aspects that may have an impact on business operations and will be considered for areas of improvement:

- a. Air emissions.
- b. Hazardous materials in use of in storage.
- c. Water, Electricity, Natural Gas
- d. Waste materials and scrap disposal.
- e. Emergency and evacuation response.
- Sound and noise suppression.

### 5.4.2 Quality and Environmental Management System Planning

4.3.4, 5.4.2

Planning of the Quality and Environmental Management System shall be carried out in order to meet the Quality Policy, the Quality Objectives and the Environmental Objectives in order to meet the requirements as stated in section 4.1 of the ISO/TS or EMS standards.

In addition, the integrity of the Quality and Environmental Management System shall be maintained when changes to the Quality and Environmental Management System are planned and implemented.

# 5.5 Responsibility, Authority and Communication

4.1, 5.5

The responsibility for implementation of the Quality and Environmental System is assigned to all levels of management so that all Teammates are aware of and understand the Quality and the Environmental System.

### 5.5.1 Responsibility & Authority

4.4.1, 5.5.1

Teammates, who manage, perform and verify work affecting quality and environmental issues shall have the organizational freedom and authority to:

- Initiate action to prevent the occurrence of non-conformities relating to product, processes and quality systems.
- Identify and record any problem relating to the product, process and the quality system.
- c. Initiate, recommend or provide solutions through designated channels.
- d. Verify the implementation and effectiveness of solutions.
- e. Control further processing or delivery of non-conforming product until corrective action is initiated, implemented and verified for permanence and effectiveness.

### 5.5.1.1 Responsibility for Quality

5.5.1.1

Managers with responsibility and authority for corrective action shall be promptly informed of products or processes, which do not conform to requirements.

Personnel responsible for product quality shall have the authority to stop production to correct quality problems.

Production operations across all shifts shall be staffed with personnel in charge of, or delegated responsibility for, ensuring product quality.

## 5.5.2 Management Representative

5.5.2

The Management Representative responsibility is assigned to the Quality Manager.

The management representative shall insure the quality and environmental systems are established and compliant to ISO 9001:2000, ANSI/ISO14001and ISO/TS 16949:2002[E] where applicable.

The management representative shall report, for management's review the performance of the quality and environmental systems as a basis for improvement of the quality and environmental systems.

The management representative has the responsibility for dealing with external parties on matters relating to Safariland's Quality and Environmental Systems.

### 5.5.2.1 Customer Representative

5.5.2.1

Top management shall designate personnel with responsibility and authority to ensure that customer requirements are addressed. This includes selection of special characteristics, setting quality objectives and related training, corrective and preventive actions, product design and development.

#### 5.5.3 Internal Communication

4.4.3, 5.5.3

Top Management shall ensure appropriate communication processes are established within the organization and that communication takes place

regarding the effectiveness of the Quality and Environmental Management System.

### 5.6 Management Review

4.6, 5.6

#### 5,6.1 General

5.6.1

Safariland establishes and reviews Corporate Goals annually via the Corporate Strategic Planning Session or at another time or place at the discretion of top management. The Quality and Environmental Policy is at the forefront of all Corporate Goals.

Safariland's top management will review the Quality and Environmental objectives and goals for continuing suitability and effectiveness in satisfying the requirements of ISO 9001:2000[E], ANSI/ISO 14001-1996 and ISO/TS 16949-2002[E].

The Quality Manager, or designee, will present such reviews that shall be included in Review Inputs and Review Outputs. The review shall also include assessing the opportunities for improvement – these assessments shall be recorded as part of the review..

### 5.6.1.1 Quality Management System Performance

5,6.1.1

These reviews shall include all requirements of the quality management system and its performance trends as an essential part of the continual improvement process.

Part of the management review shall be the monitoring of quality objectives, and the regular reporting and evaluation of the cost of poor quality.

These results shall be recorded to provide, as a minimum, evidence of achievement of the quality objectives specified in the Automotive Business Plan and customer satisfaction with product supplied.

## 5.6.2 Review Input

5.6.2

Management Reviews shall include but not limited to the following:

- a. Results of audits.
- b. Customer feedback.
- c. Process performance and product conformity.
- Status of preventive and corrective actions.
- e. Follow-up actions from previous management reviews.
- f. Change that could affect the Quality and Environmental Management System.
- g. Recommendations for improvement.

# 5.6.2.1 Review Input-Supplemental

5.6.2.1

Inputs to management review shall include an analysis of actual and potential field failures and their impact on quality, safety or the environment.



### 5.6.3 Review Output

5.6.3

Outputs from Management Reviews shall include any decisions or actions related to the following:

- a. Improvement of the effectiveness of the quality and environmental systems and its processes.
- Improvement of product related to customer requirements.
- c. Resource needs.

#### 6.0 Resource Management

4.4.1, 6.0

#### 6.1 Provision of Resource

Safariland shall provide resources essential to the implementation and control of the Quality and Environmental Management Systems. Resources include human resources, specialized skills, technology and financial resources including the following:

- a. To implement and maintain the Quality and Environmental System and continually improve its effectiveness.
- b. To enhance customer satisfaction by meeting customer requirements.

### 6.2 Human Resources

6.2

#### 6.2.1 General

6.2.1

Personnel performing work affecting product quality and environmental control shall be competent on the basis of appropriate education, training, skills and experience.

### 6.2.2 Competence, Awareness and Training.

4.4.2, 6.2.2

Safariland shall:

- Determine the necessary competence for Teammates performing work affecting product quality and environmental control.
- b. Provide training or take other actions to satisfy such needs.
- c. Evaluate the effectiveness of the actions taken.
- d. Ensure that its personnel are aware of the relevance and importance of their activities and how they contribute to the achievement of the quality and environmental objectives.
- e. Maintain appropriate records of education, training, skills and experience.

# 6.2.1.1 Product Design Skills

6.2.2.1

Safariland shall ensure that personnel with product design responsibility are competent to achieve design requirements and are skilled in applicable tools and techniques.

Applicable tools and techniques shall be identified by Safariland.



6.2.2.2 Training

6.2.2.2

Safariland shall establish and maintain documented procedures for identifying training needs and achieving competence of all personnel performing activities affecting product quality. Teammates performing specific assigned tasks shall be qualified, as required, with particular attention to the satisfaction of customer requirements.

This applies to all Teammates having an effect on quality at all levels of Safariland. In addition, training shall be provided to ensure customer specific requirements are met.

### 6.2.2.3 Training on the Job

6.2.2.3

Safariland shall provide on the job training for Teammates in any new or modified job affecting product quality, including contract or agency personnel. Teammates whose work can affect quality shall be informed about the consequences to the customer of nonconformity to quality requirements.

# 6.2.2.4 Employee Motivation and Empowerment

6.2.2.4

Safariland shall have a process to motivate Teammates to achieve quality objectives, to make continual improvements, and to create an environment to promote innovation. The process shall include the promotion of quality and technological awareness throughout the whole organization.

Safariland shall have a process to measure the extent to which its Teammates are aware of the relevance and importance of their activities and how they contribute to the achievement of the quality objectives.

### 6.3 Infrastructure

4.4.1.6.3

Safariland shall determine, provide and maintain the infrastructure needed to achieve conformity to product requirements and shall include the following as may be applicable:

- a. Buildings, workspace and associated utilities.
- b. Process equipment, machinery including hardware and software.
- Preventive maintenance of process equipment and machinery.
- Identification of environmental aspects of all activities, products and services that can control and determine those aspects, which may significantly impact the environment.
- e. Determine environmental objectives to improve conditions causing negative environmental impacts on Safariland's operations.

# 6.3.1 Plant Facility and Equipment Planning

6.3.1

Safariland shall use a multidisciplinary approach for developing plant, facility and equipment plans. Plant layouts shall optimize material travel, handling and value-added use of floor space, and shall facilitate synchronous material flow. Methods shall be developed and implemented to evaluate and monitor the effectiveness of existing operations.



In addition, these requirements should focus on lean manufacturing principles and the link to the effectiveness of quality.

### 6.3.2 Contingency Plans

6.3.2

Safariland shall prepare contingency plans to satisfy customer requirements in the event of an emergency such as utility interruptions, labor shortages, key equipment failure and field returns.

### 6.4 Work Environment.

6.4

Safariland shall determine and manage the workplace environment to achieve conformity of product and may include the following:

- a. The protection and safety of all Teammates.
- b. Climate control.
- c. Maintenance of machinery and equipment so if breakdowns occur there will be minimum effect on Teammates production capability and other resources.

# 6.4.1 Teammate Safety to Achieve Product Quality

6.4.1

Product safety and the means to minimize potential risks to Teammates shall be addressed by Safariland especially in the design and development process and in manufacturing process activities.

### 6.4.2 Cleanliness of Premises

6.4.2

Safariland shall maintain its premises in a state of order, cleanliness and repair consistent with the product and manufacturing needs.

#### 7.0 Product Realization.

4.4, 4.4.6, 7.1

### 7.1 Planning of Product Realization.

4.4.6. 7.1

Safariland shall plan and develop the processes needed for product realization. Planning of product realization shall be consistent with the requirements of the other processes of the Quality Management System.

Safariland's planning for product realization shall include the following as may be required:

- a. Quality and environmental objectives and requirements for the product.
- b. Establishment of processes documents and provide resources specific to the product.
- Determine required verification, validation, monitoring, inspection and testing specific to the product and the criteria for product acceptance.
- d. Documented records needed to provide evidence that the realization processes and resulting product and the output of the planning meet requirements.



### 7.1.1 Planning of Product Realization-Supplemental

7.1.1

Customer requirements and references to its technical specifications shall be included in the planning of product realization as a component of the quality plan.

### 7.1.2 Acceptance Criteria

7.1.2

Acceptance criteria shall be defined by Safariland and, where required, approved by the customer. For attribute data sampling, the acceptance level shall be zero defects.

### 7.1.3 Confidentiality

7.1.3

Safariland shall ensure the confidentiality of customer-contracted products and projects under development, and related product information.

### 7.1.4 Change Control

7.1.4

Safariland shall have a process to control and react to changes that impact product realization. The effects of any change, including those changes caused by any supplier, shall be assessed, and verification and validation activities shall be defined, to ensure compliance with customer requirements. Changes shall be validated before implementation.

For proprietary designs, impact on form, fit and function, including performance and or durability, shall be reviewed with the customer so that all effects can be properly evaluated.

Any product realization change affecting customer requirements requires notification to, and agreement from the customer. This requirement applies to product and manufacturing process changes.

### 7.2 Customer Related Processes

4.3.1, 4.3.2

# 7.2.1 Determination of Requirements Related to the Product.

4.4.6, 7.2.1

Safariland shall determine the following:

- Requirements specified by the customer, including the requirement for delivery and post-delivery activities.
- b. Requirements not stated by the customer but necessary for specified or intended use, where known.
- Statutory and regulatory requirements related to the product including applicable environmental aspects of activities, products or services.
- Safariland shall identify any additional requirements such as customer specific requirements and those specifically identified by Safariland.

Safariland's post delivery activities to the customer may include any after-sales product service provided as part of the customer contract or purchase order.

This requirement includes recycling, environmental impact and characteristics identified as a result of Safariland's knowledge of the product and manufacturing processes.



Conformance to the above item, Statutory and Regulatory requirements, includes all applicable government, safety and environmental regulations, applied to acquisition, storage, handling, recycling, elimination or disposal of materials.

# 7.2.1.1 Customer Designated Special Characteristics

7.2.1.1

Safariland shall demonstrate conformity to customer requirements for designation, documentation and control of special characteristics.

# 7.2.2 Review of Requirements Related to the Product.

4.4.6, 4.3.1

Safariland shall review the requirements related to the product. Such review will be conducted prior to a commitment to supply the product to the customer and shall include but not limited to the following:

- a. Product requirements are defined.
- Contract or order requirements differing from those previously expressed are resolved.
- c. That Safariland has the ability to meet the defined requirements.

Records of the results of the review and actions arising from the review shall be maintained.

Where no customer requirements are documented, Safariland shall confirm the customer requirements before acceptance.

Where product requirements are changed, Safariland shall ensure that relevant documents are amended and that relevant personnel are made aware of the changed requirements.

Where customer requirements violate statutory regulations or Safariland's environmental objectives and targets, such issues shall be resolved with the customer before acceptance of the customer's order.

# 7.2.2.1 Review of Requirements Related to the Product-Supplemental

7.2.2.1

Waiving of any requirement contained in paragraph 7.2.2 shall require customer authorization.

# 7.2.2.2 Organization Manufacturing Feasibility

7.2.2.2

Safariland shall investigate, confirm and document the manufacturing feasibility of the proposed products in the contract review process, including risk analysis.

### 7.2.3 Customer Communication.

4.4.3, 7.2.3

Safariland shall determine and implement effective processes for communicating with customers in relation to:

- a. Product Information.
- b. Inquires, contracts or order handling, including amendments.
- c. Customer feedback, including customer complaints.
- d. Any environmental issues.

### 7.2.3.1 Communication-Supplemental

7.2.3.1

Safariland shall have the ability to communicate necessary information, including data, in a customer specified language and formant such as, computer aided design, electronic data exchange etc.

### 7.3 Design and Development

7.3

Note: The requirements of 7.3 include product and manufacturing process design and development, and focus on error prevention rather than detection.

### 7.3.1 Design and Development Planning

4.4.6. 7.3.1

Safariland shall plan and control the design and development of product.

During the design and development planning, Safariland shall determine:

- The design and development stages.
- b. The review, verification and validation that are appropriate to each design and development stage.
- The responsibilities and authorities for design and development.

Safariland shall manage the interfaces between different groups involved in design and development to ensure effective communication and clear assignment of responsibility. Planning output shall be updated, as appropriate, as the design and development progresses.

## 7.3.1.1 Multidisciplinary Approach

7.3.1.1

Safariland shall use a multidisciplinary approach to prepare for product realization including:

- a. Development, finalization and monitoring of special characteristics.
- b. Development and review of FMEA's including actions to reduce potential risks.
- c. Development and review of control plans.

A multidisciplinary approach typically includes the departments of Safariland's Design & Development, Manufacturing, Engineering, Quality, Production and other appropriate Teammates.

## 7.3.2 Design and Development Inputs.

7.3.2

Inputs relating to product requirements shall be determined and records maintained. These inputs shall include:

- a. Functional and performance requirements.
- b. Applicable statutory and regulatory requirements including environmental aspects.
- Use of information derived from previous similar designs.
- d. Other requirements essential for design and development.

These inputs shall be reviewed for adequacy. Requirements shall be complete, unambiguous and not in conflict with each other.

#### 7.3.2.1 Product Design Input

7.3.2.1

Safariland shall identify, document and review the product design inputs requirements, including the following:

Customer requirements in the contract review, special characteristics, identification, traceability and packaging.

Safariland shall have a process to deploy information gained from previous design projects, computer analysis, supplier feedback, internal input, field data, and other relevant sources for current and future project of similar nature.

Targets for product quality, life, reliability, durability, maintainability, timing and cost.

### 7.3.2.2 Manufacturing Process Design Input

7.3.2.2

Safariland shall identify, document and review the manufacturing process design input requirements including:

- a. Product design output data.
- b. Targets for productivity, process capability and cost.
- c. Customer requirements, if any.
- d. Experience from previous developments.

### 7.3.2.3 Special Characteristics

7.3.2.

Safariland shall identify and include special characteristics in the control plan.

Safariland shall comply with customer specified definitions and symbols.

Safariland shall identify process control documents including drawings, FMEA's, control plans and operator instructions with the customer's special characteristic symbol or Safariland's equivalent symbol or notation to include those process steps that affect special characteristics.

Special characteristics can include product characteristics and process parameters.

# 7.3.3 Design and Development Outputs.

7.3.3

The outputs of design and development shall be provided in a form that enables verification against the design and development input and shall be approved prior to release.

Design and development outputs shall:

- a. Meet the input requirements for design and development.
- b. Provide appropriate information for purchasing, production and for service provision as may be required.



- c. Contain or reference product acceptance criteria.
- Specify the characteristics of the product that are essential for its safe and proper use.

### 7.3.3.1 Product Design Outputs-Supplemental

7.3.3.1

The product design output shall be expressed in terms that can be verified and validated against product design input requirements. The product design output shall include:

- a. Design FMEA reliability results.
- b. Product special characteristics and specifications.
- c. Product error proofing as appropriate.
- d. Product definition including drawings or mathematically based data'
- e. Product design review results.
- f. Diagnostic guidelines where applicable.

### 7.3.3.2 Manufacturing Process Design Output

7.3.3.2

The manufacturing process design output shall be expressed in terms that can be verified against manufacturing process design input requirements and validated. The manufacturing process design output shall include:

- a. Specification and or drawings.
- Manufacturing process flow chart/layout.
- c. Manufacturing process FMEA's.
- d. Control Plans.
- e. Work instructions.
- f. Process approval acceptance criteria.
- g. Data for quality reliability, maintainability and measurability.
- h. Result of error proofing activities, as appropriate.
- Methods of rapid detection and feedback of product/manufacturing process nonconformities.

## 7.3.4 Design and Development Review.

7.3.4

At suitable stages, systematic reviews of design and development shall be performed in accordance with planned arrangements and the following:

a. To evaluate the ability of the results of design and development to meet requirements.



#### b. Identify problems and propose necessary actions.

Participants in such reviews shall include representatives of functions concerned with the design and development stages being reviewed. Records of the results of the reviews and any necessary actions shall be maintained.

Note: These reviews are normally coordinated with the design phases and include manufacturing process design and development.

#### 7.3.4.1 Monitoring

7.3.4.1

Measurements at specified stages of design and development shall be defined, analyzed and reported with summary results as an input to Management Review.

These measurements include quality risks, costs, lead-times, critical paths and others, as appropriate.

#### 7.3.5 Design and Development Verification.

7.3.5

Verification shall be performed in accordance with planned arrangements to ensure that the design and development outputs have met the design and development input requirements. Records of the results of the verification and any necessary actions shall be maintained.

#### 7.3.6 Design and Development Validation.

7.3.6

Design and development validation shall be performed in accordance with planned arrangements to ensure that the resulting product is capable of meeting the requirements of the specified application or intended use. Wherever practicable, validation shall be completed prior to the delivery or implementation of the product. Records of the results of validation and any necessary actions shall be maintained.

Note: The validation process normally includes an analysis of field reports for similar products.

Note: The verification and validation processes apply to both product and manufacturing processes.

#### 7.3.6.1 Design and Development Validation-Supplemental

7.3.6.1

Design and development validation shall be performed in accordance with customer requirements including program timing.

### 7.3.6.2 Prototype Program

7.3.6.2

When required by the customer, Safariland shall have a prototype program and control plan. Safariland shall use, wherever possible, the same suppliers, tooling and manufacturing processes as will be used in production.

All performance testing activities shall be monitored for timely completion and conformity to requirements.

While services may be outsourced, Safariland shall be responsible for the outsourced services, including technical leadership.



### 7.3.6.3 Product Approval Process

7.3.6.3

Safariland shall conform to a product and manufacturing process approval procedure recognized by customers.

Product approval should be subsequent to the verification of the manufacturing process. This product and manufacturing process approval procedure shall also be applied to Safariland's suppliers.

### 7.3.7 Control of Design and Development Changes.

7.3.7

Design and development changes shall be identified and records maintained. The changes shall be reviewed, verified and validated, as appropriate, before implementation. The review of design and development changes shall include evaluation of the effects of the changes on constituent parts and product already delivered.

Records of the results of the review of changes and any necessary actions shall be maintained.

Note: Design and development changes include all changes during the product program life.

### 7.4 Purchasing.

4.4.6, 7.4

### 7.4.1 Purchasing Process.

7.4.1

Safariland shall ensure that purchased product conforms to specified purchase requirements. The type and extent of control applied to the supplier and the purchased product shall be dependent upon the effect of the purchased product on subsequent product quality and realization of the final product.

Safariland shall evaluate and select suppliers based on their ability to supply product in accordance with Safariland's requirements. Criteria for selection, evaluation and reevaluation shall be established. Records of the results of evaluations and any necessary actions arising from the evaluation shall be maintained.

Evaluation of purchased product from suppliers should also include the material content of purchased goods for at least a minimum evaluation of potential environmental impacts.

Note: Purchased products include all products and services that affect customer requirements such as sub-assembly, sequencing, sorting, rework and calibration services.

Note: When there are mergers, acquisitions or affiliations associated with suppliers, Safariland should verify the continuity of the supplier's quality management system and its effectiveness.

## 7.4.1.1 Regulatory Conformity

7.4.1.1

All purchased products or materials used in product shall conform to applicable regulatory requirements.

# 7.4.1.2 Supplier Quality Management System Development

7.4.1.2



Safariland shall perform supplier quality management system development with the goal of supplier conformity to ISO/TS 16949:2002[E]. Conformity with ISO 9001:2000 is the first step in achieving this goal.

The prioritization of suppliers for development depends upon, for example, the supplier's quality performance and the importance of the product supplied. Unless otherwise specified by the customer, suppliers to Safariland shall be third party registered to ISO 9001:2000 by an accredited third-party certification body.

### 7.4.1.3 Customer Approve Sources

7.4.1.3

Where specified by the contract with a customer, Safariland shall purchase products, materials or services from approved sources.

The use of customer designated sources, including tool/gauge suppliers, does not relieve Safariland of the responsibility for ensuring the quality of purchased products.

### 7.4.2 Purchasing Information.

7.4.2

Purchasing information shall describe the product to be purchased, including where appropriate the following:

- a. Requirements for approval of product, procedures, processes and equipment.
- Requirements for qualification or personnel.
- c. Quality Management System Requirements.

The organization shall ensure the adequacy of the specified purchase requirements prior to their communication to the supplier.

### 7.4.3 Verification of Purchased Product

7.4.3

Safariland shall establish and implement the inspection or other activities necessary for ensuring the purchased product meets specified purchase requirements.

Where Safariland or its customer intends to perform verification at the supplier's premises, Safariland shall state the intended verification arrangements and method of product release in the purchasing information.

# 7.4.3.1 Incoming Product Quality

7.4.3.1

Safariland shall have a process to assure the quality of purchased product utilizing one or more of the following methods:

- a. Receipt of, and evaluation of, statistical data by Safariland.
- Receiving inspection and or testing such as sampling based on performance.
- Second or third party assessment or audit of supplier sites, when coupled with records of acceptable delivered product.
- d. Part evaluation by a designated laboratory.
- e. Another agreed to with the customer.



#### 7.4.3.2 Supplier Monitoring

7.4.3.2

Supplier performance shall be monitored through the following indicators:

- a. Delivered product quality.
- b. Customer disruptions including field returns.
- Delivery performance including incidents of premium freight.
- Special customer notifications related to quality of delivery issues.

Safariland shall promote supplier monitoring of the performance of their manufacturing processes.

### 7.5 Production and Service Provision.

4.4.6, 7.5

### 7.5.1 Control of Production and Service Provision.

7.5.1

Safariland shall plan and carry out production and service provision under controlled conditions. Control conditions shall include the following:

- a. The availability of information that describes the characteristics of the product.
- b. The availability of work instructions, as necessary.
- c. The use of suitable equipment.
- d. The availability and use of monitoring and measuring devices.
- e. The implementation of monitoring and measurement.
- f. The implementation of release, delivery and post-delivery activities.

### 7.5.1.1 Control Plan

7.5.1.1

Safariland shall develop control plans at the system, subsystem, component and/or material level for the product supplied, including those for processes producing bulk materials as well as parts.

In addition, Safariland shall develop a control plan for pre-launch and production that takes into account the design FMEA and manufacturing process FMEA outputs.

The control plan shall:

- List the controls used for the manufacturing process control.
- Include methods for monitoring of control exercise over special characteristics defined by both the customer and Safariland.
- c. Include any customer required information.
- Initiate the specified reaction plan when the process becomes unstable or not statistically stable.



Control plans shall be reviewed and updated when any change occurs affecting product, manufacturing process, measurement, logistics, supply sources or FMEA. Customer approval may be required after review or update of the control plan

#### 7.5.1.2 Work Instructions

7.5.1.2

Safariland shall prepare documented work instructions for all Teammates having responsibilities for the operation of processes that impact product quality. These instructions shall be accessible for use at the workstation.

This instruction shall be derived from sources such as the quality plan, the control plan and the product realization process.

### 7.5.1.3 Verification of Job Set-ups

7.5.1.3

Job set-ups shall be verified whenever performed, such as an initial run of a job, material changeover or job change.

Work instructions shall be available for set-up Teammates. Safariland shall use statistical methods of verification where applicable.

Last off part comparisons are recommended.

### 7.5.1.4 Preventive and Predictive Maintenance

7.5.1.4

Safariland shall identify key process equipment and provide resources for machine/equipment maintenance and develop an effective planned total preventive maintenance system. As a minimum, this system shall include the following:

- a. Planned maintenance activities.
- Packaging and preservation of equipment, tooling and gauging.
- c. Availability of replacement parts for key manufacturing equipment.
- d. Documenting, evaluating and improving maintenance objectives.

Safariland shall utilize predictive maintenance methods to continually improve the effectiveness and the efficiency of production equipment.

# 7.5.1.5 Management of Production Tooling

7.5.1.5

Safariland shall provide resources for tool and gauge design, fabrication and verification activities.

Safariland shall establish and implement a system for production tooling management including:

- Maintenance and repair facilities and personnel.
- Storage and recovery.
- c. Setup.
- Tool change programs for perishable tools.



- e. Tool design modification documentation, including engineering change level.
- f. Tool Modification and revision documents.
- g. Tool identification, defining status, such as production, repair or disposal.

Safariland shall implement a system to monitor these activities if any work is outsourced. This requirement also applies to the availability of tools for service parts.

### 7.5.1.6 Production Scheduling

7.5.1.6

Production shall be scheduled in order to meet customer requirements, such as just-intime supported by an information system that permits access to production information at key stages of the process and is order driven.

## 7.5.1.7 Feedback of Information from Service

7.5.1.7

A process for communication of information on service concerns to manufacturing, engineering and design activities shall be established and maintained.

The intent of service concerns is to ensure that Safariland is aware of nonconformities that occur external to Safariland.

# 7.5.1.8 Service Agreement with Customers

7.5.1.8

When and if there is a service agreement with customers, Safariland shall verify the effectiveness of the following:

- a. Any Safariland service center.
- Any special purpose tools or measuring equipment.
- c. The training of service Teammates.

# 7.5.2 Validation of Processes for Production and Service Provision.

7.5.2

Safariland shall validate any processes for production and service provision where the resulting output cannot be verified by subsequent monitoring or measurement. This includes any processes where deficiencies become apparent only after the product is in use or the service has been delivered.

Validation shall demonstrate the ability of these processes to achieve planned results.

Safariland shall establish arrangements for these processes including, as applicable:

- Defined criteria for review and approval processes.
- Approval of equipment and qualification of personnel.
- c. Use of specific methods and procedures.
- d. Requirements for records.
- e. Revalidation.



# 7.5.2.1 Validation of Processes for Production and Service Provision - Supplemental

7.5.2.1

The requirements of 7.5.2 shall apply to all processes for production and service provisions.

### 7.5.3 Identification and Traceability.

7.5.3

Safariland shall identify the product by suitable means throughout product realization.

Safariland shall identify the product status with respect to monitoring and measurement requirements.

Where traceability is a requirement (for example – all Automotive products), Safariland shall control and record the unique identification of the product.

### 7.5.4 Customer Property.

7.5.4

Safariland shall exercise care with customer property while it is under Safariland's control or being used by Safariland. Safariland shall identify, verify, protect and safeguard customer property provided for use or incorporation into the product. If any customer property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the customer and records maintained.

Note: Customer property can include intellectual property and customer owned returnable packaging.

# 7.5.4.1 Customer Owned Production Tooling

7.5.4.1

Customer owned tools, manufacturing, test, inspection tooling and equipment shall be permanently marked so that the ownership of each item is visible, and can be determined.

### 7.5.5 Preservation of Product.

7.5.5

Safariland shall preserve the conformity of product during internal processing and delivery to the intended destination. This preservation shall include identification, handling, packaging, storage and protection. Preservation shall also apply to the constituent parts of a product.

# 7.5.5.1 Storage and Inventory

7.5.5.1

In order to detect deterioration, the condition of product in stock shall be assessed at appropriate planned intervals.

Safariland shall use an inventory management system to optimize inventory turns over time and assure stock rotation such as "first-in-first-out". Obsolete product shall be controlled in a similar manner to nonconforming product.

# 7.6 Control of Monitoring and Measuring Devices.

4.5.1, 4.4.6, 7.6

Safariland shall determine the monitoring and measurement to be undertaken and the monitoring and measuring devices needed to provide evidence of conformity of product to determined requirements.



Safariland shall establish processes to ensure that monitoring and measurement can be carried out and are carried out in a manner that is consistent with the monitoring and measurement requirements.

Where necessary to ensure valid results, measuring equipment shall:

- a. Be calibrated or verified at specific intervals, or prior to use, against measurement standards traceable to international or national measurement standards. Where no such standard exist, the basis used for calibration or verification shall be recorded.
- b. Be adjusted or re-adjusted as necessary.
- c. Be identified to enable the calibration status to be determined.
- Be safeguarded from adjustments that would invalidate the measurement result.
- e. Be protected from damage and deterioration during handling, maintenance and storage.

In addition, Safariland shall assess and record the validity of the previous measuring result when the equipment is found not to conform to requirements. Safariland shall take appropriate action on the equipment and any product affected. Records of the results of calibration and verification shall be maintained.

When used in the monitoring and measurement of specified requirements, the ability of computer software to satisfy the intended application shall be confirmed. This shall be undertaken prior to initial use and reconfirmed as necessary.

Further, Safariland shall establish and maintain documented procedures to monitor and measure, on a regular basis, the key characteristics of operations and activities that can have a significant impact on the environment. This shall include the recording of information to track performance, relevant operational controls and conformance with Safariland's environmental objectives and targets.

## 7.6.1 Measurement System Analysis

7.6.1

Statistical studies shall be conducted to analyze the variation present in the results of each type of measuring and test equipment system. This requirement shall apply to measurement systems referenced in the control plan. The analytical methods and acceptance criteria used shall conform to those in customer reference manuals on measurement systems analysis. Other analytical methods and acceptance criteria may be used if approved by the customer.

### 7.6.2 Calibration/Verification of Records

7.6.2

Records of the calibration/verification activity for all gauges, measuring and test equipment, needed to provide evidence of conformity of product to determined requirements, including employee and customer owned equipment shall include:

- Equipment identification, including the measurement standard against which the equipment is calibrated.
- Revision following engineering changes.



- e. Any out-of-specification reading as received for calibration/verification.
- e. An assessment of the impact of out-of-specification condition.
- Statements of conformity to specification after calibration /verification.
- g. Notification to the customer if suspect product or material has been shipped.

## 7.6.3 Laboratory Requirements

7.6.3

#### 7.6.3.1 Internal Laboratory

7.6.3.1

An organization's internal laboratory facility shall have a defined scope that includes its capability to perform the required inspection, test or calibration services. This laboratory scope shall be included in the quality management system documentation. The laboratory shall specify and implement, as a minimum, technical requirements for:

- a. Adequacy of the laboratory procedures.
- b. Competency of the laboratory personnel.
- c. Testing of the product.
- e. Capability to perform these services correctly, traceable to the relevant process standard.
- f. Review of related records.

## 7.6.3.2 External Laboratory

7.6.3.2

External/commercial/independent laboratory facilities used for inspection test or calibration services by Safariland shall have a defined laboratory scope that includes the capability to perform the required inspection, test or calibration and there shall be evidence that external laboratory is acceptable to the customer. Or the laboratory shall be accredited to ISO/IEC 17025 or national equivalent.

# 8.0 Measurement, Analysis and Improvement.

4.5, 8.

#### 8.1 General.

4.5.1, 8.1

Safariland shall plan and implement the monitoring, measurement, analysis and improvement processes needed:

- a. demonstrate conformity of the product.
- b. ensure conformity of the Quality and Environmental Management System.
- c. continually improve the effectiveness of the Quality and Environmental Management System.
- d. Include determination of applicable methods, including statistical techniques, and the extent of their use.



This shall include determination of applicable methods, including statistical techniques, and the extent of their use.

### 8.1.1 Identification of Statistical Tools

8.1.1

Appropriate statistical tools for each process shall be determined during advance quality planning and included in the control plan.

## 8.1.2 Knowledge of Basic Statistical Concepts

8.1.2

Basic statistical concepts, such as variation, control, process capability and overadjustment shall be understood and utilized throughout Safariland.

### 8.2 Monitoring and Measurement.

8.2

### 8.2.1 Customer Satisfaction.

8.2.1

As one of the measurements of the performance of the Quality and Environmental Management System, Safarialnd shall monitor information relating to customer perception as to whether Safariland has met customer requirements. The methods for obtaining and using this information shall be determined and implemented.

Note: Consideration should be give to both internal and external customers.

# 8.2.1.1 Customer Satisfaction-Supplemental

8.2.1.1

Customer satisfaction with the organization shall be monitored through continual evaluation of performance of the realization processes. Performance indicators shall be based on objective data and include, but not limited to"

- a. Delivered part quality performance.
- b. Customer disruptions including field returns.
- c. Delivery schedule performance including premium freight incidents.
- d. Customer notifications related to quality or delivery issues.

Safariland shall monitor the performance of manufacturing processes to demonstrate compliance with customer requirements for product quality and efficiency of the process.

### 8.2.2 Internal Audit.

4.5.4, 8.2.2

Safariland shall conduct internal audits at planned intervals to determine whether the Quality and Environmental Management System:

Conforms to the planned arrangements, to the requirements of ISO Quality and Environmental Management System Requirements or customer specific requirements and is effectively implemented and maintained.

An audit program shall be planned, taking into consideration the status and importance of the processes and areas to be audited, as well as the results of previous audits. The audit criteria, scope, frequency and methods shall be defined. Selection of auditors and the conducting of audits shall ensure objectivity and impartiality of the audit process. Auditors shall not audit their own work.



Where applicable, internal audit procedures shall include any environmental procedure that may apply to the area being audited.

The responsibilities and requirements for planning and conducting audits, and for reporting results and maintaining records shall be defined in a documented procedure.

The management responsible for the area being audited shall ensure that actions are taken without undue delay to eliminate detected nonconformities and their cause. Follow-up activities shall include the verification of the actions taken and the reporting of verification results.

# 8.2.2.1 Quality Management System Audit

8.2.2.1

Safariland shall audit its quality management system to verify compliance with ISO/TS 16949 and any additional quality management systems requirement.

### 8.2.2.2 Manufacturing Process Audit

8.2.2.2

Safariland shall audit each manufacturing process to determine its effectiveness.

#### 8.2.2.3 Product Audit

8.2.2.3

Safariland shall audit products at appropriate stages of production and delivery to verify conformity to all specified requirements, such as product dimensions, functionality, packaging and labeling, at a defined frequency.

### 8.2.2.4 Internal Audit Plans

8.2.2.4

Internal audits shall cover all quality management related processes, activities and shifts, and shall be scheduled according to an annual plan.

When internal/external nonconformities or customer complaints occur, the audit frequency shall be appropriately increased. Specific checklists should be used for each audit as part of the audit process.

### Internal Auditor Qualifications

8.2.2.5

Safariland shall have internal auditors who are qualified to audit the requirements of ISO/TS 16949 and customer specific requirements.

# 8.2.3 Monitoring and Measurement of Processes.

4.5.1, 8.2.3

Safariland shall apply suitable methods for monitoring and, where applicable, measurement of the Quality and Environmental Management System processes. These methods shall demonstrate the ability of the processes to achieve planned results. When planned results are not achieved, corrective action shall be taken, as appropriate, to ensure conformity of the product.

# 8.2.3.1 Monitoring and Measurement of Manufacturing Processes

8.2.3.1

Safariland shall perform process studies on all new manufacturing [including assembly or sequencing] processes to verify process capability and to provide additional input for process control. The results of process studies shall be documented with specifications, where applicable, for means of production, measurement and test, and maintenance instructions. These documents shall include objectives for manufacturing process capability, reliability, maintainability and availability, as well as acceptance criteria.



Safariland shall maintain manufacturing process capability or performance as specified by the customer part approval process requirements. Safariland shall ensure that the control plan and process flow diagram are implemented, including adherence to the specified:

- a. Measurement techniques.
- b. Sampling plans.
- c. Acceptance criteria.
- Reaction plans when acceptance criteria are not met.

Significant process events, such as tool change or machine repair, shall be recorded.

Safariland shall initiate a reaction plan from the control plan for characteristics that are either not statistically capable or are unstable. These reaction plans shall include containment of product and 100% inspection as appropriate. A corrective action plan shall then be completed by Safariland, indicating specific timing and assigned responsibility to assure that the process becomes stable and capable. The plans shall be reviewed with and approved by the customer when so required.

Safariland shall maintain records of effective dates of process changes.

### 8.2.4 Monitoring and Measurement of Product.

8.2.4

Safariland shall monitor and measure the characteristics of the product to verify that product requirements have been met. This shall be carried out at appropriate stages of the product realization process in accordance with the planned arrangements.

This shall include any environmental aspects that may apply to monitoring and measurement of products.

Evidence of conformity with the acceptance criteria shall be maintained. Records shall indicate the person authorizing release of product.

Product release and service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by a relevant authority and, where applicable, by the customer.

When selecting product parameters to monitor compliance to specified internal and external requirements, Safariland determines the types of product characteristics, leading to:

- a. Types of measurements.
- b. Suitable measurement means.
- The capability and skills required.

# 8.2.4.1 Layout Inspection and Functional Testing

8.2.4.1

A layout inspection and a functional verification to applicable customer engineering material and performance standards shall be performed for each product as specified in the control plans. Results shall be available for customer review.



Note: Layout inspections is the complete measurement of all product dimensions shown on the design records.

#### 8.2.4.2 Appearance Items

8.2.4.2

For Safariland's manufacturing parts designated by the customer as "appearance items", Safariland shall provide:

- a. Appropriate resources including lighting for evaluation.
- Master for color, grain, gloss, metallic brilliance, texture, distinctness of image, as appropriate.
- Maintenance and control of appearance masters and evaluation equipment.
- d. Verification the Teammates making appearance evaluations are competent and qualified to do so.

### 8.3 Control of Nonconforming Product.

4.5.2, 4.4.7, 8.3

Safariland shall ensure that product which does not conform to product requirements is identified and controlled to prevent unintended use or delivery. The controls and related responsibilities and authorities for dealing with nonconforming product shall be defined in a documented procedure.

Safariland shall deal with nonconforming product by one or more of the following ways:

- a. By taking action to eliminate the detected nonconformity.
- b. By authorizing its use, release or acceptance under concession by a relevant authority and, where applicable, by the customer.
- By taking action to preclude its original intended use or application.

This shall include any environmental aspects that may apply to the control of nonconforming product and any necessary response to the Safariland Emergency Response program.

Records of the nature of nonconformities and any subsequent actions taken, including concessions obtained, shall be maintained.

When nonconforming product is corrected it shall be subject to re-verification to demonstrate conformity to the requirements.

When nonconforming product is detected after delivery or use has started, the organization shall take action appropriate to the effects, or potential effects, of the nonconformity.

# 8.3.1 Control of Nonconforming Product-Supplemental

8.3.1

Product with unidentified or suspect status shall be classified as nonconforming product.



#### 8.3.2 Control of Reworked Product

8.3.2

Instructions for rework, including re-inspection requirements, shall be accessible to and utilized by the appropriate Teammates.

#### 8.3.3 Customer Information

8.3.3

Customers shall be informed promptly in the event that nonconforming product has been shipped.

#### 8.3.4 Customer Waiver

8.3.4

Safariland shall obtain a customer concession or deviation prior to further processing whenever the product or manufacturing process is different from that which is currently approved.

Safariland shall maintain a record of the expiration date or quantity authorized. Safariland shall also ensure compliance with the original or superseding specifications and requirements when the authorization expires. Material shipped on an authorization shall be properly identified on each shipping container.

This applies equally to purchased product. Safariland shall agree with any requests from suppliers before submission to the customer

### 8.4 Analysis of Data.

4.5.1.8.4

Safariland shall determine, collect and analyze appropriate data to demonstrate the suitability and effectiveness of the Quality and Environmental Management System and to evaluate where continual improvement of effectiveness of the Quality and Environmental Management System can be made. This shall include data generated as a result of monitoring and measurement and from other relevant sources. The analysis of data shall provide information relating to:

- a. Customer satisfaction.
- b. Conformity to product requirements.
- Characteristics and trends of processes and products including opportunities for preventive action.
- d. Suppliers.

### 8,4.1 Analysis and Use of Data

8.4.1

Trends in quality and operational performance shall be compared with progress toward objectives and lead to action to support the following:

- a. Development of priorities for prompt solution to customer-related problems.
- Determination of key customer-related trends and correlation for status review, decision-making and longer term planning.
- An information system for the timely reporting of product information arising from usage.

Data should be compared with those of competitors and/or appropriate benchmarks.



#### 8.5 Improvement.

4.2. 8.5

#### 8.5.1 Continual Improvement

4.3.4, 8.5.1

Safariland shall continually improve the effectiveness of the Quality and Environmental Management System through the use of the quality policy, quality objectives, audit results, analysis of data, corrective and preventive action and management review.

This also includes a commitment to continual improvement and prevention of pollution.

### 8.5.1.1 Continual Improvement of Safariland

8.5.1.1

Safariland shall define a process for continual improvement.

### 8.5.1.2 Manufacturing Process Improvement

8.5.1.2

Manufacturing process improvement shall continually focus upon control and reduction of variation in product characteristics and manufacturing process parameters.

Controlled characteristics are documented in the control plan.

Continual improvement is implemented once manufacturing processes are capable and stable, or product characteristics are predictable and meet customer requirements.

#### 8.5.2 Corrective Action.

4.5.2, 8.5.2

Safariland shall take action to eliminate the cause of nonconformities in order to prevent recurrence. Corrective actions shall be appropriate to the effects of nonconformities encountered.

A documented procedure shall be established to define requirements for:

- Reviewing nonconformities including customer complaints.
- b. Determining the causes of nonconformities.
- Evaluating the need for action to ensure that nonconformities do not recur.
- d. Determining and implementing action needed.
- e. Records of the result of action taken.
- f. Reviewing corrective action taken.

### 8.5.2.1 Problem Solving

8.5.2.1

Safariland shall have a defined process for problem solving leading to root cause identification and elimination.

If a customer-prescribed problem-solving format exists, Safariland shall use the prescribed format.

### 8.5.2.2 Error Proofing

8.5.2.2

Safariland shall use error-proofing methods in their corrective action plans.

11, C.

### 8.5.2.3 Corrective Action Impact

8.5.2.3

Safariland shall apply to other similar processes and products the corrective action, and controls implemented, to eliminate the cause of nonconformity.

### 8.5.2.4 Rejected Product Test/Analysis

8.5.2.4

Safariland shall analyse parts rejected by the customer's manufacturing plants, engineering facilities and dealerships. Safariland shall minimize the cycle time of this process. Records of these analyses shall be kept and made available upon request. Safariland shall perform analysis and initiate corrective action to prevent recurrence.

Cycle time related to rejected product analysis should be consistent with the determination of root cause, corrective and monitoring the effectiveness of implementation.

### 8.5.3 Preventive Action.

8.5.3

Safariland shall determine action to eliminate the causes of potential nonconformities in order to prevent their occurrence. Preventive actions shall be appropriate to the effects of the potential problems.

A documented procedure shall be established to define requirements for:

- a. Determining potential nonconformities and their causes.
- b. Evaluating the need for action to prevent occurrence of nonconformities.
- c. Determining and implementing action needed.
- d. Record of results of action taken.
- e. Reviewing preventive action taken.

### V. Records, Reports and Forms

Shall be developed as required to support compliance to the Quality and Environmental Management System Requirements.

### VI. References

ISO 9001:2000[E] ANSI/ISO 14001:1996 ISO/TS 16949:2002[E] Any Customer Specific Requirements

### VII. Flow Charts

Organizational Charts
Other Flow Charts that enhance understanding and conformance to ISO Quality Management System Requirements

13386 International Parkway

Jacksonville FL 32218 USA

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BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Attachment to ACORD Certificate for Armor Holdin	igs, Inc.
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The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the

policy.

1

Armor Holdings, Inc. and its subsidiaries, including Armor Accessories, Inc. including Break-Free 13386 International Parkway Jacksonville FL 32218 USA

INSURER		
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INSURER		

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	Type of insurance	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMI	TS
	EXCESS LIABILITY					
В		XCPG23712623 Excess Umbrella	04/01/06	04/01/07	Aggregate	\$20,000,000
					Each Occurrence	\$20,000,000
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

### **SPECIFICATIONS**

### For Purchase of Soft Body Armor

### **Xtreme HP**

### NIJ 2005 Interim Requirement for Bullet Resistant Body Armor Level 3A

### 1. 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 American Body Armor (ABA) XTREME HP Series that is certified under the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor Threat Level 3A. Bids based on body armor models made by manufacturers other than ABA must be clearly identified as such; those bidders must include: a male and female sample, full product descriptions, drawings and/or photos, technical specifications, as well as a list of at least ten (10) law enforcement agencies currently using that model armor for reference with their bid. Bidders failing to submit this supporting documentation will be rejected from the bid.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) utilizing the methodology found in the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor, and found to comply with the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor, for Type 3A armor shall be submitted under this specification, no exceptions. Models certified under earlier standards and grandfathered into compliance with the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor will be rejected.

Bidders other than American Body Armor with multiple models as alternates will be rejected. Those bidders other than American Body Armor must provide test results of any and all rounds that exceed NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. This NIJ abbreviated testing is commonly known as "Special Threat" testing; testing of such rounds must be conducted by an NIJ approved laboratory. Failure to provide such documentation at time of the bid will be cause for rejection.

### 2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

### 3. PROTEST

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

### 4. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

- 1. NIJ 2005 Interim Requirement for Bullet Resistant Body Armor
- 2. MIL-STD-662, V50 Ballistic Test For Armor
- 3. Federal Standard No. 751, Stitches, Seams & Stitching
- 4. ISO 9001 Quality Assurance Certification
- 5. ANSI/ASQC Q9000 Quality Standard, dated August 1, 1994
- 6. Additional test reports of "Special Threat Testing" from a Certified NIJ Laboratory are required

### 5. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. Any manufacturers, which bid direct, must include a service proposal as to how measuring, re-works, and customer service will be maintained without local distribution. Direct bids from manufacturers, which do not contain a detailed service proposal, will be rejected.

### 6. SPECIFIC QUANTITY

The agency has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

### 7. DESIGN REQUIREMENTS

The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment.

The soft body armor shall be designed to provide:

- 1. Light and thin NIJ 2005 Interim Requirement for Bullet Resistant Body Armor certified armor in Level 3A
- A high degree of concealment and comfort.
- 3. Minimum restriction of motion or mobility.
- 4. Optional carriers to allow for laundering and color changes.
- 5. Provide protection against the labeled projectiles in accordance with the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor.

### 8. GENERAL DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing a matrix of two or more of the following: Twaron, Gold RS and Dyneema. There shall be no stitching completely through the entire ballistic panel (s), with exception to tacks at the panels' edges, **no exceptions**. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ 2005 Interim Requirement for Bullet Resistant Body Armor certified armor in Level 3A, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment.

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Availability for four or six elastic straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain concealability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. The sides of the torso shall be covered by having side coverage from both the front and rear panels, as the department has determined that such a configuration maximizes both coverage and comfort. Accordingly, armor which maintains side coverage from only the front or rear panels shall be rejected.

Panels and carriers shall be equipped with an internal suspension system, which prevents ballistic panels from sagging, ensuring full protection.

Each piece of soft body armor shall include the following:

- 1. One (1) set of ballistic panels (1 front, 1 rear).
- 2. One (1) complete NS washable carrier.
- 3. One (1) trauma reduction insert.

### 9. OPTIONS

- 1. Cool Max® Tee Shirt.
- 2. Additional Akwadyne® Comfort Mesh removable outer carrier.
- Quilted outer carrier.
- 4. Tactical outer carrier.

### 10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of two or more of the following: Twaron, Gold RS and Dyneema. As the department has selected these materials, any bids which represent products manufactured from other materials, **shall be rejected.** 

### 11. PANEL CONSTRUCTION

The ballistic panels shall be constructed of a matrix of two or more of the following: Twaron, Gold RS and Dyneema. There shall be no stitching completely through the entire ballistic panel (s), with exception to tacks at the panels' edges, no exceptions.

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. If the manufacturer contends that such feathering of the armor is advantageous, than the armor shall be tested utilizing the least number of layers, which exist in any part of the ballistic package. Failure to submit such testing shall be cause for rejection.

It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of  $12" \times 12"$  (one square foot) [30.5cm x 30.5cm], must not exceed the following:

Threat Level	Maximum Weight	Maximum Thickness
3A	.97 lbs.sq.ft	.18 inches

### 12. BALLISTIC PANEL PERFORMANCE

### V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ 2005 Interim Requirement for Bullet Resistant Body Armor 9mm 124 grain FMJ test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. Models grandfathered into compliance with the NIJ 2005 Requirement will be rejected. The vest must be tested under protocol contained in the new NIJ 2005 Interim Requirement for Bullet resistant Body Armor. The V50 test shall be against clay backing. V50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results:

Threat Level	Bullet Description	V50 Velocity [Minimum]
3A	9mm, 124-grain FMJRN	1816 fps

Bid submissions not including NIJ required baseline V50 reported **shall be rejected**. In addition to the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor required 9mm / V50 test report, each bidder <u>other than</u> American Body Armor must provide NIJ Base Line <u>Test Reports on the following minimum test results:</u>

Threat Level	Bullet Description	V50 Velocity [Minimum]
3A	44 mag. FJHP, 240-grain	1640 fps

### Relative Performance Index (RPI)

It has been determined that the *relative strength to weight ratio* of a ballistic design is important in determining its *comfort/performance characteristics*. The strength to weight ratio is calculated by dividing the areal weight (lbs. per square foot) into the performance V50 value. A high *strength to weight ratio* or **Relative Performance Index (RPI)** indicates a high degree of comfort & performance. Therefore, the minimum RPI shall be <u>no lower than</u>:

Threat Level	Bullet Description	Relative Performance Index [RPI Minimum]
3A	9mm, 124-grain FMJRN	1872 fps
3A	44 mag. FJHP, 240-grain	1690 fps

### Trauma Performance (BFS)

Blunt trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature (BFS) results of the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor certification test reports shall reflect BFS no higher than:

Threat Level	Bullet Description	Back Face Signature [BFS Maximum]
3A	9mm, 124-grain FMJRN	28 mm
3A	44 mag. FJHP, 240-grain	42 mm

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

### 13. LABELING

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

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. The ballistic panel labeling shall include, but not be limited to the following:

- 1. Name of Manufacturer
- 2. Level of Protection
- 3. NIJ 2005 Interim Requirement for Bullet Resistant Body Armor
- 4. Date of Fabrication
- 5. Size
- 6. Serial Number
- 7. Model of Vest
- 8. Care Instructions
- 9. Lot Number

### 14. BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% anti microbial Olefin treated for water repellency. Construction 70 denier and sized 110" X 85" [279cm x 215cm]. Inner cover material must be stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

### 15. VEST OUTER CARRIER MATERIAL

### Removable Carrier- NS Carrier

The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers integrated into the outside of the garment. Carrier shall come with fixed waist and shoulder straps. Carrier shall come with one (1) set of straps. Outer vest material shall be poly-cotton or micro mini-rip. The inner carrier material shall be Akwadyne® Mesh. Male carrier shall have both a 7x9 and 5x8 pockets on the outer front of the carrier. All fabrics shall have no visible fabric or color flaws.

### 16. TRAUMA INSERT

A trauma reduction insert constructed of bullet resistant material cut five inch by eight inch (5" x 8") [12.7 x 20.3cm] shall be provided. The trauma reduction insert shall be placed in a nylon cover, which shall be tucked into one end of the ballistic material and sewn shut through to hold it in place.

### 17. QUALITY CONTROL

The manufacturer must maintain a quality program certified under the *ISO 9001* certification program by an accredited registrar under the accreditation of the Registrar Accreditation Board (US) and the Raad voor de Certificatie (Dutch). The scope of the certification must include the Design and Manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant vests, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields and other police and military apparel, and narcotic identification systems.

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-662 and NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. 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-662. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

A copy of the Certificate of Accreditation, as well as the manufacturers quality control program must be submitted with bid documents.

### 18. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test. The vendor must have the ability to trace serial numbers.

### 19. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ 2005 Interim Requirement for Bullet Resistant Body Armor for backing material.

### 20. MEASUREMENT AND 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 meet or overlap
- 2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
- 3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.
- 4. Female sizes are determined based on individual measurements including bust size and are confirmed through the use of sizing/fit samples in conjunction with a tape measure, and a certified Size Right™ Program.

The selected bidder must have a manufacturer armor-sizing program (Size Right™) that utilizes certified factory representatives and distribution-trained personnel to properly size armor.

The Size Right™ program shall consist of a structured course of study that includes classroom training and handson demonstration of product knowledge. Individuals participating in a Size Right™ Program will be tested on
product knowledge with both a written and practical examination. Only students who demonstrate competency in
sizing armored vests shall be awarded "Certified Size Right™ Technician" status. Any bidder other that ABA
must show proof of such a program at time of the bid. Those bidders without a certified sizing program
will be rejected.

### 21. FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

### 22. PRE-AWARD AND RETEST POLICY

Bid submissions that appear to conform to these specifications will be considered as prospective vendors. However, the purchaser reserves the right to perform laboratory testing on any and all armor submitted to verify strict compliance with these specifications. The purchaser may perform V50 Ballistic Limit Testing in strict accordance with MIL-STD-662F at the department's expense. An American Body Armor representative shall witness all testing.

American Body Armor & Equipment, Inc. (ABA) encourages valid body armor testing for the purpose of acceptance

testing, confirmation of required performance, and used body armor evaluations. For these purposes, ABA will only recognize properly performed V50 Ballistic Limit Testing in strict accordance with MIL-STD-662F. Testing shall be performed at an NIJ approved ballistic test laboratory. The test projectiles shall be 9mm 124 grain FMJ as those used in the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor.

The Probable Ballistic Limit (V50) test shall be conducted on a complete vest. The V50 shall be calculated on ten fair hits, with five shots on the front panel and five shots on the back panel. If required, up to 12 shots, 6 in each panel may be used to obtain the V50 value. If the range of mixed results exceeds 125 feet per second [38 meters per second] or if the V50 cannot be determined in 12 shots, the test will be considered invalid. Shot placement shall be in accordance with MIL-STD-662F except that no shot may be within three (3) inches [7.6cm] of any edge or two (2) inches [5cm] from any other ballistic impact. Panels shall be shot against clay armor backing material, which has been conditioned in accordance with NIJ 2005 Interim Requirement for Bullet Resistant Body Armor.

The sample shall be of the same construction and size as submitted by the manufacturer during the initial NIJ Certification process. Prior to each shot, the panel will be placed flat against the clay backing material. Vest samples used in testing must be wearable and in suitable condition free from abuse.

For each particular level, the V50 Ballistic Limits shall be no lower than the allowable <u>highest</u> 9mm NIJ test velocity. In addition, there shall be no complete penetration lower than the <u>highest</u> 9mm NIJ test velocity.

### 23. PRODUCT LIABILITY INSURANCE

Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.

### 24. WARRANTY

Ballistic Panels: For five (5) years after date of purchase the manufacturer warrants the ballistic panels against defects in materials and workmanship.

The alteration of ballistic panels in any way shall render the warranty void.

### 25. REMOVABLE COVERS

Removable machine washable covers shall be fully warranted for twelve (12) months after the date of purchase against any defects in the material and/or workmanship.

### 26. PACKAGING

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

Plastic Bags. Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.

Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

### 27. FINANCIAL DATA

All vendors are required to provide a certified financial statement, for 2006, which represents the manufacturer(s) of which they are bidding. Failure to provide a certified financial statement shall be cause for rejection.

### 28. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers other than American Body Armor must be clearly identified and

shall include the following:

- a. Full product description.
- b. Complete bid sample, male and female.
- c. Drawings and/or photographs.
- d. Technical specifications.
- 2. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
- 3. Compliance with NIJ 2005 Interim Requirement for Bullet Resistant Body Armor and test reports from an accredited laboratory for the vest being certified under the NIJ 2005 Interim Requirement and not grandfathered in under earlier standards.
  - a. Any ballistic rounds tested above and beyond the required NIJ 2005 Interim Requirement for Bullet Resistant Body Armor standard for requested threat level requires a report from a NIJ Certified Laboratory. Any bidder that does not provide such documentation at the time of the bid will be rejected.
- V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.
  - a. Test reports must be submitted for the entire ballistic package.
  - b. Test reports must be submitted for incoming materials, which are utilized in the ballistic package.
- 5. Chemical test reports certifying use of Akwadyne® fabric treatment.
- 6. The ability to trace serial numbers.
- 7. The layer count of the vest must be uniform throughout the entire ballistic package. If not, test reports must be submitted for the vest utilizing the least amount of layers.
- 8. Quality Control Procedures.
  - a. Incoming materials
  - b. Lay-up configuration
  - c. In-process configuration
  - d. Testing verification
  - e. Inspection of ballistic panel stitching
  - f. Random final product inspection and continuous in-process surveillance
  - g. Quality Assurance training and indoctrination
- 9. Product Liability Insurance providing a minimum coverage of \$20,000,000.
- 10. Documentation stating a 5-year ballistic package warranty.
- 11. Documentation stating a 12-month cover warranty.
- Certified financial statement for 2006.
- ISO-9001 Certificate.

### **SPECIFICATIONS**

### For Purchase of Soft Body Armor

### **XTREME HP**

### NIJ 2005 Interim Requirement for Bullet Resistant Body Armor Level 3A

XHP-IIIA
A matrix of two or more of the following: Twaron, Gold RS and Dyneema.
3A
.97
.18
1816
1640
1872
1690
28
42
reviated NIJ Testing of additional Threats
3A
NA

## NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

## Summary of Results

American Body Armor XHP-IIIA.0 Armor Manufacturer: Armor Model No:

Armor Style: N/A

Report Date: 09/26/06 Report Number: 06N150

A A A A A A A A A A A A A A A A A A A					PEN	ETRATION,	PENETRATION AND BACKFACE SIGNATURE	ACE SIG	VATURE				
Serial         Weight (lbs)         No. of Plies         Caliber (degrees)         Chliquity (degrees)         Req'd (degrees)         Velocity (ft/s)           Number         Panel (lbs)         Plies         Caliber (degrees)         Shots         Max.         Min.           061314         Front         2.57         32         9mm         0         4         1471         1439           061315         Back         2.62         32         9mm         0         4         1471         1440           061320         Front         2.59         32         9mm         0         4         1471         1440           061321         Back         2.63         32         9mm         0         4         1452         1452           061318         Front         2.57         32         44 Mag         0         4         1450         1420           061312         Front         2.57         32         44 Mag         0         4         1450         1418           061312         Front         2.52         32         44 Mag         0         4         1465         1420           061312         Front         2.59         32         44 Mag		Test Sa					Ball	istic Threa	-			Results	
Number         Panel         (165)         Pilles         Caliber         (degrees)         Shots         Max.         Min.           061314         Front         2.57         32         9mm         30         2         1475         1439           061315         Back         2.62         32         9mm         0         4         1461         1417           061320         Front         2.59         32         9mm         0         4         1471         1440           061321         Back         2.63         32         9mm         0         4         1471         1440           061321         Back         2.63         32         9mm         0         4         1456         1456           061318         Front         2.57         32         44 Mag         0         4         1450         1459           061312         Front         2.57         32         44 Mag         0         4         1445         1456           061312         Front         2.52         32         44 Mag         0         4         1445         1418           061313         Back         2.84         32         44 Mag </td <td>1</td> <td>Sorial</td> <td></td> <td>Weight</td> <td>No of</td> <td></td> <td>Obliquity</td> <td>Req'd</td> <td>Velocity</td> <td>(£/£)</td> <td>Penetration</td> <td>BFS (mm)</td> <td></td>	1	Sorial		Weight	No of		Obliquity	Req'd	Velocity	(£/£)	Penetration	BFS (mm)	
061314         Front         2.57         32         9mm         0         4         1471         1439         1463           061315         Back         2.62         32         9mm         0         4         1461         1477         1463           061320         Front         2.59         32         9mm         0         4         1467         1454         1454           061321         Front         2.63         32         9mm         0         4         1471         1440           061321         Back         2.63         32         9mm         0         4         1454         1456           061318         Front         2.57         32         9mm         0         4         1456         1459           061319         Front         2.57         32         44 Mag         0         4         1450         1437           061312         Front         2.52         32         44 Mag         0         4         1450         1418           061312         Front         2.59         32         44 Mag         0         4         1440         1420           1401         1437         32	Number	Number	Panel	(sqj)	Piles	Caliber	(degrees)	Shots	Max.	Min.	(A//N)	BFS 1 BI	2 S48
061314         Front         2.57         32         9mm         30         2         1475         1463         1463           061315         Back         2.62         32         9mm         0         4         1461         1477         1470           061320         Front         2.59         32         9mm         0         4         1471         1440         P           061321         Back         2.63         32         9mm         0         4         1454         1456         1459           061318         Front         2.57         32         .44 Mag         0         4         1445         1459           061318         Front         2.57         32         .44 Mag         0         4         1445         1437           061318         Front         2.52         32         .44 Mag         0         4         1450         1418           061312         Front         2.59         32         .44 Mag         0         4         1440         1420           061313         Back         2.62         32         .44 Mag         0         4         1440         1420           1427 <td< td=""><td></td><td></td><td></td><td></td><td>8</td><td></td><td>0</td><td>4</td><td>1471</td><td>1439</td><td>z</td><td>25</td><td>(5)</td></td<>					8		0	4	1471	1439	z	25	(5)
061315         Back         2.62         32         9mm         0         4         1461         1417         1454           061320         Front         2.59         32         9mm         0         4         1471         1440         1452           061321         Front         2.63         32         9mm         0         4         1454         1456         1459           061318         Front         2.63         32         44 Mag         0         4         1453         1459           061318         Front         2.57         32         44 Mag         0         4         1450         1437           061318         Front         2.52         32         44 Mag         0         4         1450         1418           061318         Front         2.52         32         44 Mag         0         4         1450         1418           061312         Front         2.59         32         44 Mag         0         4         1440         1420           1401         1427         1427         1427         1427         1427         1427		061314	Front	2.5/	75	E	8	2	1475	1463			
061315         Back         2.62         32         9mm         30         2         1467         1454         1454           061320         Front         2.63         32         9mm         0         4         1471         1440         1462           061321         Back         2.63         32         9mm         30         2         1468         1456         1459           061318         Front         2.57         32         .44 Mag         0         4         1445         1437           061318         Front         2.57         32         .44 Mag         0         4         1450         1418           061319         Back         2.62         32         .44 Mag         0         4         1450         1418           061312         Front         2.59         32         .44 Mag         0         4         1440         1423           061313         Back         2.64         32         .44 Mag         0         4         1420         1423           061313         Back         2.64         32         .44 Mag         0         4         1437         1427	Sample 1				;		0	4	1461	1417	Z	87	58
061320         Front         2.69         32         9mm         0         4         1471         1440           061321         Front         2.63         32         9mm         0         4         1454         1468         1462           061318         Front         2.63         32         .44 Mag         0         4         1454         1436         1437           061319         Back         2.62         32         .44 Mag         0         4         1450         1419         1418           061312         Front         2.59         32         .44 Mag         0         4         1440         1420         1423           061313         Back         2.64         32         .44 Mag         0         4         1440         1420         1423	*******	061315	Dack	79.7	ž		30	2	1467	1454			
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061321         Back         2.63         32         9mm         0         4         1454         1426         1426           061318         Front         2.57         32         .44 Mag         0         4         1445         1437         1439           061319         Back         2.62         32         .44 Mag         0         4         1436         1418           061312         Front         2.59         32         .44 Mag         0         4         1440         1420           061313         Back         2.64         32         .44 Mag         0         4         1430         1423           061313         Back         2.64         32         .44 Mag         0         4         1420         1423		061320	Front	2.59	ŝ		30	2	1468	1462			
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061318         Front         2.57         32         .44 Mag         0         4         1445         1437         1437           061319         Back         2.62         32         .44 Mag         0         4         1450         1419           061312         Front         2.59         32         .44 Mag         0         4         1420         1423           061313         Back         2.64         32         .44 Mag         0         4         1430         1423           061313         Back         2.64         32         .44 Mag         0         4         1437         1427		061321	m Soc <del>S</del>	2.63	ž	E	S	2	1463	1459			
061318         Front         2.57         32         .44 Mag         30         2         1436         1427           061319         Back         2.62         32         .44 Mag         0         4         1450         1419           051312         Front         2.59         32         .44 Mag         0         4         1440         1420           061313         Back         2.64         32         .44 Mag         0         4         1437         1423           061313         Back         2.64         32         .44 Mag         0         4         1437         1427							0	4	1445	1437	Z	do.	67
061319         Back         2.62         32         .44 Mag         0         4         1450         1419         1418           061312         Front         2.59         32         .44 Mag         0         4         1440         1420           061313         Back         2.64         32         44 Mag         0         4         1437         1427           1417         1427         32         44 Mag         30         2         1447         1427		061318	Front	7:2	8	.44 Mag	30	7	1436	1427			
061319         Back         2.52         32         44 Mag         30         2         1418         1418           061312         Front         2.59         32         .44 Mag         0         4         1440         1420           061313         Back         2.64         32         .44 Mag         0         4         1437         1427	Sample 3			8	8	77.88	0	4	1450	1419	Z	- F	9
061313         Front         2.59         32         .44 Mag         0         4         1440         1420           061313         Back         2.64         32         .44 Mag         0         4         1437         1427		061319	Pack Dack	79.7	75	.44 Mag	30	7	1443	1418			
061312 Front 2.59 32 .44 Way 30 2 1429 1423 1423 061313 Back 2.64 32 .44 Mag 30 2 1442 1417						44.84	0	4	1440	1420	Z	43	4
061313 Back 2.64 32 .44 Mag 0 4 1437 1427		061312	Front	86.7 -	35	Select to the	8	2	1429	1423			
1417   1417   0c   1417   1417	Sample 4			3		44 86.52	0	4	1437	1427	Z	38	4
		061313	žogo M	7.04 40.7	3	Bein ++	30	N	1442	1417			

	44 mm		YES
NOTES:	Maximum BFS:	Dalitsuc Material.	Model Compliance:

shots shots NJ Baseline Ballistic Limit fts ₽ 1772 1861 9 44 38 Ballistic Limit: Std Dev. (σ): Type: Ballistic Limit: Std Dev. (\sigma): Panel 2: Type: Panel 1: Penetration: Pass BFS: Pass P-BFS Result

CERTIFICATION:

Richard W. Mouser Test Data Certification:

Witnessed by:

Name

Representing

0

Signature

Compliance Summary

### NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

# NIJ BASELINE BALLISTIC LIMIT CALCULATION

American Body Armor XHP-111A,0 09/26/06 Manufacturer: Test Date: Model:

Ammunition: 9mm Conditioning: Dry

Report Number: 06/N150 Report Date: 09/26/06 NIJ Armor Type: 3A 124/FMJ

																	<del></del> ,	
	ation	Partial	×					***************************************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		×		×			×	×	πþ
BL PANEL 2	Penetration	Complete			×	×	×	×							×			2
BL P	Velocity	(ft/s)	1808		1814	1772	1737	1675			1739		1803		1809	1767	1794	10
	Shot	ġ	<b>,</b>		က	4	5	9			O		÷		13	41	15	Count
	ation	Partial		×			×		×	×			×			***************************************	CANADA MANAGAMAN MANAGAMAN CANADA MANAGAMAN MA	æ
BL PANEL 1	Penetration	Complete				×		×			×	×		×		***************************************		5
B	Velocity	(ft(s)		1848		1861	1797	1874	1819	1879	1911	1885	1841	1893				10
	Shot	Q		2		4	2	8	7	8	6	10	11	12				Count

BALLISTIC LIMIT SUMMARY	TENEDO	Ž,	1
Panel 1 BL:	1861	fils	
Velocity Range:	114	t/s	
Standard Deviation (6):	32	#Vs	
Panel 2 BL:	1772	#Ns	
Velocity Range:	139	桃	
Standard Deviation (c):	44	ft/s	
Difference Panel 1 to 2:	89	ftls	
Panel 1 & 2 Average BL:	1816	ft/s	

# PAGE WILL AUTOMATICALLY CALCULATE

### UNITED STATES TEST LABORATORY V50 BALLISTIC LIMIT TEST

Record No: ABA06012 Date Received: 9/22/2006 9/28/2006 Test.Date: **UPS** :Via: ٠. American Body Armor Customer: UPS Returned Via: 6 (Z Range 2 Threat Sample 5.13 ft. Muzzle to Scr. 1: 44 Mag. Projectile: ABA Manufacturer: 5,73 ft. Screen 1 - 2: **240 SJHP** Weight: XLARGE Size: 5.13 ft. Screen 2 - Target: 4756 Powder: N/A No. of Plies: Oft. Target to Witness: in. 14 Barrel Length: Thickness: N/A 8.00 ft. Midpoint to Target: deg. 0 Obliquity: 2.58 lb. Weight: 5,5 in. clay Witness Panel: Mil-Std-662F deg. F. Test Spec: 70 Temperature: Model No.: XHP-IIIA.0, Serial No.: 061322, Lot No.: 060136. Sample No: Threat Level: Penetration Chronograph 2 1 Chronograph . SHOT Complete VELOCITY **AVERAGE** Loss Instrument TIME VELOCITY SHOT Powder TIME Partial incl. Velocity (fps) sx-5 fos sx-5 fps No. 1734 c 0 n 1734 1733 235.7 330.3 1734 18.0 1 1690 C 0 У 1690 1690 241.7 338.8 1691 17.0 2 C ٥ 1630 1630 У 1631 250.5 1630 351.4 16.0 3 0 1506 n p 1506 1506 271.3 1506 380.4 14.0 4 1564 1564 0 n р 1564 261.2 1564 15.0 366.3 5 1603 0 1603 ÿ. p 1603 254.8 1603 357.3 6 15.6 1623 p ÿ 0 1623 1623 251.7 1623 352.9 7: :: 16.2 1658 C 0 У 1658 1658 246.4 1658 345.5 16.7 8 p 1581 У 1581 0 1581 258.4 362.3 1581 9 💥 . 16.2 1635 0 1635 У C 1635 249.8 1635 350.3 10 16.5 0 1638 у p 1638 249.5 1637 1638 349.7 16.2 11 0 1664 р 1664 У 1664 245.5 1664 344.3 12 16.7 1673 C 0 У 1673 1673 244.2 342.4 1673 16.9 13 0 0 Ö Ð 0 LOW RANGE OF RANGE OF This test was performed in accordance with the HIGH V50 MIXED RESULTS RESULTS COMPLETE specification requirements and the results properly PARTIAL VELOCITY 33 109 reflect the ballistic performance of the listed sample. 1664 1630 1640 REMARKS/NOTES **V50 Test Results** 1800 Humidity: 38% Velocity (fps) 1700 Clay Temp.: 95 deg. F. 1600 1500 2 Horizontal, 2 Vertical Straps 1400 1300 1200 1100 1000 Crawford/Gean United States Test Laboratory, 7447 W. 33rd. St. N. 900 4 5 6 7 8siRot No.11 12 13 14 15 16 17 18 Wichita, KS 67205 Ph. 316-832-1600 Fax 316-832-1602

### Back Face Signature Worksheet

Date 9/26/06

Record # 06/0150

Model XHP - 111A.0

Level 111A

	#1	#2	#3		
Panel 1	26	25	28		
Panel 2	28	27	29		
Panel 3	27	29.	29		
Panel 4	26	26	27		
Panel 5	40	43	48		
Panel 6	43	39 :	46		
Panel 7	43	44	50		
Panel 8	39	44	50		

# NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

## Summary of Results

Armor Manufacturer:	facturer	American B	ody Armo	<u>.</u>	A	mor Style:	Z/A			Re	Report Number: 06N150	: 06N150
Armor Model No:	i No:	XHP-IIIA.0			NIJ A	NIJ Armor Type: 3A	34			•	Report Date: 09/26/06	: 09/26/06
				PEN	ETRATION	PENETRATION AND BACKFACE SIGNATURE	ACE SIGN	MATURE				
	Test	Test Samples (b)				Balli	Ballistic Threat				Results	
llem	Serial		Weight	No. of		Obliquity	Req'd	Velocity (fils)	(Gras)	Penetration	BFS	BFS (mm)
Number	Number	Panel	(lbs)	Plies	Caliber	(degrees)	Shots	Max.	Min.	(Y/JN)	BFS 1	BFS 2
			,	1		0	4	1471	1439	Z	är	86
	061314	Front	2.57	32	SHITH	99	N	1475	1463	z	27	67
Sample 1		1	000		-	0	4	1461	1417	Z	86	20
	a15180	Баок	79.7	35	E SELECT	30	2	1467	1454	2		
	Cocret	-	2 50	C.C.	Omm	0	4	1471	1440	z	27	52
,	025100		60.7	70		30	N	1468	1462	•		
Sample 2		ī	3	90		٥	4	1454	1426	Z	26	27
	125190	Dack	20.7	70		ဓ	2	1463	1459	:		
			1		44 864.0	0	4	1445	1437	Z	υP	EP
	061318	Front	7:2/	, ,	.44 Wag	30	N	1436	1427	N	?	?
Sample 3	0,000	ė	6	ş	44 156000	٥	4	1450	1419	N	43	8
	Siction	Dack	70.7	76	SPINI 44'	30	2	1443	1418			
			-		***	0	4	1440	1420	2	¢.	44
	061312	1011	\$0.7 	70	14. 12.	8	2	1429	1423	2	2	
Sample 4	200000	- C	700	ç	44 Mag	0	4	1437	1427	Z	98	44
	00100	0 2 2 3	5	7	Rowl the	30	2	1442	1417			:
NOTES:						P-BFS Result	esult			NIJ Baseline Ballistic Limit	e Ballistic	Limit
ı	Maximum BFS:		44 mm			Penetration: Pass	Pass		Panel 1:			
æ	Ballistic Material:	al: Hybrid	ig E			BFS:	Pass		Type:	ėj	10	shots
				,		•			Ball	Ballistic Limit:	1861	ft/s
									D Std	Std Dev. (a):	89	ft/s
Model Comp	Compliance:	X YES	Ø						Panel 2:			
	•			News and					Type:	ë	5	shots
									Bail	Ballistic Limit:	1772	fVs
CERTIFICATION	ATION:								Std	Std Dev. (σ):	44	ft/s
Total Date	Toot Data Cartification.	Dichard W	Morrear			Witnessed fur		0			٥	
est Mara >	el tincaucia	Name Name	(Modeon					Name			Representing	מ

Signature

## NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

# NIJ BASELINE BALLISTIC LIMIT CALCULATION

Manufacturer: American Body Armor
Model: XHP-IIIA.0
Test Date: 09/26/06

Velocity

Shot No.

(fit/s)

1848

Ammunition: 9mm 124/ Conditioning: Dry

124/FMJ Report Numi

Report Number: 06N150 Report Date: 09/26/06 NIJ Armor Type: 3A

BA		\ \	Standard L	Vel Standard I Difference						Fanel 1 & Z	
	ation	Partial	×								×
BL PANEL 2	Penetration	Complete			×	×	×	×			
d TG	Velocity	(£/ts)	1808		1814	1772	1737	1675			1739
	Shot	Š	-		3	4	S	ල			G
	Penetration	Partial		×			×		×	×	
BL PANEL 1	Penet	Complete				×		×			×
8	2	1	T	48		61	97	74	100	20	7

1861 1797 1879 1879 1809 1767

t 4 t

73

Count

9

Count

1803

1885 1841

1911

1893

# PAGE WILL AUTOMATICALLY CALCULATE