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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

WORKINGMANS STORE INC.

1201GRAND

Request for Quotation

26105

DPS0738

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

SOUTH CHARLESTON, WV

4124 KANAWHA TURNPIKE 304-746-2141 25309

FREIGHT TERMS SHIP VIA TERMS OF SALE F.O.B. DATE PRINTED 04/10/2007 BID OPENING TIME 01:30PM BID OPENING DATE: 04/17/2007 UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER 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. 1. REVISED REQUEST FOR QUOTATION ATTACHMENTS: 2. ADDENDUM ACKNOWLEDGEMENT NEW BID OPENING DATE: 4/17/2007; 1:30 PM RECEIVED 2007 APP 16 A 12 U SEE REVERSE SIDE FOR TERMS AND CONDITIONS ADDRESS CHANGES TO BE NOTED ABOVE

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

Workingmans Store Inc. 1201 Grand Central Ave. Vienna, WV26105

To Whom It May Concern:

Please add this revision to RFQ: DPS0738. We would like to add this as addendum to vendor preference and bid notice exhibits.

Thank you,

David Schramm

President

Enclosure



MODERA

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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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304-558-2544

WEST VIRGINIA STATE POLICE

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

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JOHN ABBOTT 304-558-2544

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WEST VIRGINIA STATE POLICE

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

FREIGHT TERMS F.O.B. TERMS OF SALE SHIP VIA DATE PRINTED 04/10/2007 BID OPENING TIME 01:30PM 04/12/2007 BID OPENING DATE: CAT. UNIT PRICE AMOUNT ITEM NUMBER LINE QUANTITY UOP 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 IT IS UNDERSTOOD AND AGREED THE STATE SPENDING UNIT. 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 DATE SIGNATURE FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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

FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 04/10/2007 BID OPENING TIME 01:30PM 04/12/2007 BID OPENING DATE: AMOUNT CAT. UNIT PRICE ITEM NUMBER UOP QUANTITY LINE 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. 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 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 TELEPHONE SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE FEIN TITLE



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State of West Virginia / Department of Administration Purchasing Division 2019 Washington Street East Post Office Roy 50120 Post Office Box 50130 Charleston, WV 25305-0130

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7(00) 1200 0	

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE 25309

SOUTH CHARLESTON, WV 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

Request for Quotation

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RFQ NUMBER DPS0738

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JOHN ABBOTT 304-558-2544

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WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV 304-746-2141 25309

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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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304-558-2544

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WEST VIRGINIA STATE POLICE

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

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WORKING MANS STORE, NC
1201 GRAND CENTRAL AVE
VIENNA, WV 26105

WEST VIRGINIA STATE POLICE

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

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Exhibit 10 Rev. 11/96



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FREIGHTTERMS

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JOHN ABBOTT 304-558-2544

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

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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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

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DPS0738

ADDRESSICORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

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

TYPE NAME/ADDRESS HERE

03/28/2007					
BID OPENING DATE:	04/12/2007	,	BID	OPENING TIME	01:30PM
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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

DPS0738

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE WORKINGMANS STORE INC 1201 GRAND CENTRAL AVE VIENNA, WV 26105

WEST VIRGINIA STATE POLICE

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

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHTTERMS 03/28/2007 BID OPENING DATE: 04/12/2007 BID OPENING TIME 01:30PM CAT. QUANTITY LINE ITEM 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. 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 THIS IS THE END OF REQ DPS0738 ***** TOTAL SEE REVERSE SIDE FOR TERMS AND CONDITIONS ELEPHONE 500 31-436-8<u>115</u> ADDRESS CHANGES TO BE NOTED ABOVE

- 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

One (1) complete set of body armor shall include:

- 1. One (1) Set of ballistic panels (1 front and 1 rear)
- 2. One (1) Complete NS washable carrier.
- 3. One (1) Trauma reduction insert

Total Cost per unit: \$ 880	_x	Est. order Qty.	Extended Total 3.3.
Optional Equipment: Cool Max Tee shirt \$ 17.00 Additional Akwadnye Comfort Mesh	_x	75	\$ 127500
Removable outer carrier \$ 6400	X	50	\$ 3200-
Quilted outer carrier \$ 83 \frac{9}{2}\$ Tactical outer carrier \$ / 0 6 \frac{9}{2}\$	_X	25	\$ 2025 =
ractical outer carrier \$ / 0 6 =	$-^{\mathbf{\Lambda}}$	50	\$ <u>5300,</u> 9

GRAND TOTAL \$ 77,850 °°

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:

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 www.state.wv.us/admin/purchase/privacy 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:	WORKINGA	MANS	STORE	INC	
Authorized Signa	ature: SOB	SO.	Date: _	4/10/07	
No Debt Affidavit (Re	vised 10/13/06)			7.7	

The Definition of Safety



Features:

NIJ 0101 04 certified, Level II

- Aerial Density: .60 psf (pounds per square foot)
- Thickness: 17
- V-50, 1583 lps
- Stab rating: 36 joules
- · 6-point adjustable Strapping System
- BFS (Back Face Signature)
 - as low as 23 mm, shot with 9 mm
 - as low as 30 mm, shot with .357 magnum

NIJ 0101.04 certified. Level IIIA

- Aerial Density: .78 psf (pounds per square foot)
- Thickness: 18
- V-50: 1788 fps
- Stab rating: 50 joules
- · 6-point adjustable Strapping System
- BFS (Back Face Signature)
 - as low as 22 mm, shot with 9 mm
 - as low as 32 mm, shot with .44 magnum

First Choice Armor's Synergy Concealable Vest

is another First Choice inhovation, one of the lightest and most comfortable Level II non Zylon wests in the quarketplace. Synergy is our exclusive blend of two aramids working together.

First Choice Armon's Synergy Vest exceeds NIJ 0101.04 standards, which is why the

Synergy perfectly balances protection with weight.

With you. For life.™



*in recent testing by First Choice



National Law Enforcement and Corrections Technology Center

2277 Research Boulevard Rockville, MD 20850
800-248-2742 Tax: 301-519-5149 INTERNAT: www.rdectc.org (wart: asknlectc@nlectc.org

January 31, 2005

Mr. Tom Madison First Choice Armor and Equipment, Inc. 764 N. Main Street Brockton, MA 02301

Dear Mr. Mudison:

We have completed our evaluation of the armor you submitted for testing in accordance with NIJ Standard-0101.04 and are pleased to inform you that your model ATGF215 (type IIIA), as tested, complies with the standard.

At your request, or the request of another party interested in compliance of your armor with NLJ Standard-0101.04, NLECTC will provide verification of compliance along with the test results for the above model.

Sincerely,

Jason G. Cheshire

Equipment Testing Technician

Lance L. Miller

Deputy Director

Manager, Testing Services

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

Summary of Results

FIRST CHOICE ARMOR & EQUIPMEMENT Style: ATGF215
ATGF215 NIJ Armor Type: 3A Armor Manufacturer: Armor Model No.

Report Number: 9643-03A Report Date: 01/24/05

Hern Sarial Fabril Stir. Threat Panel (lbs) Piles Calibur (degrees) Shorts Max. Advisor (vila) Perentration RFS (nm) Sample 1 192247 Front 4.57 28 Sentrul 0 4 1447 4436 N 2.2 2.2 Sample 3 192246 Front 4.65 28 Sentrul 0 4 1446 4436 N 2.2 2.2 Sample 3 192246 Front 4.65 28 Sentrul 0 4 1446 436 N 2.2 2.2 Sample 3 192246 Back 4.66 28 Sentrul 0 4 1446 436 N 2.2 2.4 Sample 3 192248 Front 4.56 28 44 Mag 0 4 1446 4.2 1428 N 3.2 2.4 Sample 4 192248					PEN	ETRATION,	PENETRATION AND BACKFACE SIGNATURE	ACE SIGN	WATURE			A Cartana de Cartana d	
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CERTIFICATION:

Test Data Certification: FCYTHEL Name

Witnessed by:

Name Name

Representing

4

Skinature

Compliance Summary

H.P. White Laboratory, Inc. R&D STAB TESTING, NIJ-STD-0115.00 Customer FIRST CHOICE ARMOR

Job No.: 9643-09

Test Date: 2/23/05

TEST SAMPLE

Manufacturer: FIRST CHOICE ARMOR

Media: ATGF215

S.24: 8.5X5"

Weight: 0.27 lbs

Date Pac's: 2/23/05 Va. UPS

Returned: UPS

Construction: LAYERS 1-21 FLEX. WOVEN FIBER (34X34), LAYERS 22-26 FLEX. ARAMID FILM, LAYERS 27-28 WHITE FELT.

SET-UP

Upper Drop Mass (g): 1259

Lower Drop Mass (g): 652

D Time Base (mm): 30.0

Standoff Distance (mm): 12.7

Test Personnel: A. WILLIAMSON Temperature (F): 65

Ref. Humidity (%): 44

	The second secon	Blade	Angle	Documo	Enorgy .	Orop	Height	Time	Impact Energy	Penet	Remedia
ð:	<u> Şатрів Descriptor</u>	(P1, S1, Spire)	(dag.)	Lavel	J	(%)	(in.)	insi	w."	(mm)	
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DEFINITIONS

Per NU-STO-0115.00, sample fails if E1 penetration > 7mm or E2 penetration > 20mm

Upper Drop Mass includes weight of 2 loam disks; Lower Drop Mass includes weight of test implement

D Time Base is distance between velocity sensors

Standoff Distance is measured from blade tip to armor surface when drop mass is at 0 position (just breaking bottom velocity sensor beam)



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20530

September 29, 2005

Karen Herman President First Choice Armor & Equipment, Inc. 764 N. Main Street Brockton, MA 02301

Notice of Compliance with NIJ 2005 Interim Requirements

Body Armor Model: ATGF215

Level: IIIA

Manufacturer: First Choice Armor & Equipment, Inc.

Warranty Period: Not yet declared (additional submission required)

Dear Ms. Herman:

We have reviewed the documentation submitted by your company concerning the body armor model described above ("the Body Armor Model") in accordance with the National Institute of Justice (NIJ) 2005 Interim Requirements for Bullet-Resistant Body Armor.

The following documents were received:

Certification as to materials identified in NIJ Body Armor Standard Advisory Notices (NIJ Form IR-1);

Certification as to materials of construction of each component of the body armor model (NIJ Form IR-2);

Certification as to labeling of the armor (NIJ Form IR-3B); and

Acknowledgment concerning NIJ's recent research findings, the NIJ 2005 Interim Requirements, and certain related matters (NIJ Form IR-4).

Based on our review of these documents, and on our previous determination (based on the submission of armor samples to NIJ's Voluntary Body Armor Compliance Testing Program) that the Body Armor Model satisfied the requirements of NIJ Standard-0101.04, NIJ deems the Body Armor Model to

comply with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor. The Body Armor Model will be added to the list of armor models that comply with the NIJ 2005 Interim Requirements available at www.justnet.org. To maintain the Body Armor Model's compliance status, however, your company must submit NIJ Form IR-5 ("Certification as to Ballistic Performance") within 90 days of the date of this notice. If a satisfactory certification on NIJ Form IR-5 is not submitted on a timely basis, the Body Armor Model will lose its compliance status and will be removed from the compliance list until it is submitted.

To complete NIJ Form IR-5, an authorized officer of the manufacturer of a body armor model must declare the warranty period for the model and certify that the manufacturer: (1) reasonably believes the armor model will maintain its ballistic performance (consistent with its originally declared threat level) over its declared warranty period, (2) has objective evidence to support that belief, and (3) agrees to provide that evidence to NIJ promptly on demand. Information on declared warranty periods will be included in any NIJ list of compliant models.

Sincerely,

John Morgan

Assistant Director

Office of Science and Technology

National Institute of Justice



Technical Specifications

Level IIIA - NIJ 0101.04 & NIJ 2005 Interim Requirements

Concealable Ballistic/Stab-Shank Resistant Armor

Model: SYNERGY - ATGF215, Level IIIA (Male)

Specifications & Standards: All vests are manufactured in the U.S.A. The following minimum specifications and standards are listed for the purpose of establishing a level of construction, quality and performance that is expected.

- Federal Standard NIJ-STD-0101.04, September 2000
- ISO 9001:2000 certified
- Federal Standard No. 751, Stitches, Seams and Stitching
- Military Specifications, Mil-F-21840, Fastener Tapes, Hook and Pile, Synthetic
- Military Specifications, Mil-T-43548, Thread, Cotton, and Polyester Core
- Six point adjustable straps

Aerial Density:

.78 PSF

Thickness:

.18 / 26 Layers

Ballistic Material: Artec, GoldFlex, EverCool

Stab-Shank Resistancy: Capable of stopping an awl pick @ 50 Joules (36.6 ft/lbs.)

Ballistic Testing: V50 in accordance with NIJ-STD-0101.04 Ballistic Certification and NIJ 2005 Interim Requirements at 1788 FPS

New vests stops the following rounds:

- 9mm Luger SXT +P+ 127gr. @ 1384 fps
- 9 mm Aguila 65 gr. HP @ 1770 fps
- Winchester Ranger 357 SIG 125 gr. SXT @1379 fps
- 357 GDHP @ 1436 fps

Ballistic Panel Cover: Each ballistic panel shall be permanently covered with a material that prevents liquids and moisture from penetrating. The moisture-vapor barrier, waterproof material weighs no more than 4.2 oz. per sq. yd of tri-blend material. It prevents fuels, body oils and repellents from contaminating the ballistic panel. These items will not cause any negative impact on the waterproof properties of the cover.

Vest Labels:

- Name of Manufacturer
- Threat Level
- NIJ-STD-0101.04 & NIJ 2005 Interim Requirements
- Date of Manufacture
- Size
- Serial Number
- Lot Number
- Style Design
- Officer's Name on Label

Carrier: Material is COOL-TEK mesh. Zipper opening for insertion of ballistic panels. The adjustable polyester 2" wide straps are of high quality, cut neatly and square from roll stock. X cross anchor stitching. The elastic straps are removable. The carrier supports itself without elastic straps. Leveler System prevents the vest from scissoring.

Warranty: Ballistic Panels – Five (5) Years after the date of issuance the ballistic panels will prevent the penetration of labeled projectiles as per NIJ designated velocities and test methods. Concealable tri-blend carriers have a twenty-four (24) Month warranty.

Quality Assurance: Critical material lot-handling program in-house. Our quality procedures conform to the requirements of MIL SPEC Mil-1-45208A — Inspection System Requirements. ISO 9001:2000 Updated 2005 Certification is required — this is a yearly requirement.

Fiber Ageing Program: Fiber must be aged in the raw form in a climate controlled chamber for 60 to 90 days @ 40C and 90% humidity. This accelerated ageing is equivalent to 5 years of wear. Tensile strength of the fiber has been found to have a direct correlation to failure of vests. Tensile strength reports are required on incoming lots of material. Proof of in house testing is needed. This is an on going program. Vests must be in climate controlled chamber for V50 testing. Infrared Spectrometer testing is required on all lots of material for any oxidation of the fiber which would occur if acids were present.

Insurance: Vest manufacturer maintains a minimum of 20 million dollars in product liability insurance per occurrence on delivered vests.

Client#: 4676



This is to certify that the Quality Management System of:

First Choice Armor and Equipment 764 North Main Street Brockton, MA 02301

applicable to:

Design and manufacture body armor for law enforcement and military use.

has been assessed and approved by National Quality Assurance, U.S.A., against the provisions of:

ISO 9001:2000

Certificate Number: 11209

First Issued: December 11, 2002

Reissued: February 3, 2006 Valid Until: December 5, 2008

EAC Code: 4

For and on behalf of NQA, USA, Acton, MA 01720



This approval is subject to the company maintaining its system to the required standard, which will be monitored by NQA, USA, an accredited organization under the ANSI-ASQ National Accreditation Board.