



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

Request for Quotation

RFQ NUMBER
DPS1042

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Galls
 2680 Palumbo Drive
 Lexington, KY 40509

SHIP TO

WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/03/2010				

BID OPENING DATE: **06/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-08		
<p>BODY ARMOR FOR WV STATE POLICE</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE POLICE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR BODY ARMOR PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS JUNE 15, 2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M</p>						

RECEIVED
 2010 JUN 29 AM 10:00
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **859-240-2227** DATE: **6/29/10**

TITLE: **SALAS DIRECTOR** FEIN: **20-8545989** ADDRESS CHANGES TO BE NOTED ABOVE

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

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
 T1
 Galls
 2680 Palumbo Drive
 Lexington, KY 40509

SHIP TO

WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/03/2010				

BID OPENING DATE: 06/29/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1		
				NO. 2		
				NO. 3		
				NO. 4		
				NO. 5		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE GALLS, AN ARMA ARK COMPANY, LLC COMPANY/ 6/28/10 DATE</p>						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 800-876-4242	DATE 6/28/10
TITLE SALES DIRECTOR	FEN 20-354589	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY

TY

Galls
 2680 Palumbo Drive
 Lexington, KY 40509

WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
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<p>WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-826-1242	DATE 6/28/10
TITLE SALES DIRECTOR	FEIN 20-3549989	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RODNEY

T Galls
 2680 Palumbo Drive
 Lexington, KY 40509

SHERIFF

WEST VIRGINIA STATE POLICE
VARIOUS LOCALES AS INDICATED BY ORDER

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<p>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 TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 05/26/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-816-4242	DATE 6/28/10
TITLE SALARY DIRECTOR	FED. ID 20-3545989	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

VENDOR

T Galls
 2680 Palumbo Drive
 Lexington, KY 40509

SHIP TO

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-876-4242	DATE 6/28/10
TITLE SALES DIRECTOR	FEIN 26-3545989	ADDRESS CHANGES TO BE NOTED ABOVE

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



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Request for Quotation

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DPS1042

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

PROPERTY

T Galls
 2680 Palumbo Drive
 Lexington, KY 40509

SHIP TO

WEST VIRGINIA STATE POLICE
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06/03/2010				

BID OPENING DATE: **06/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: DPS1042</p> <p>BID OPENING DATE: 06/29/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>877-914-2557</u></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Tom Blanton</u></p> <p>***** THIS IS THE END OF RFQ DPS1042 ***** TOTAL: <u>\$143,650.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [Signature] TELEPHONE 800/874-4242 DATE 6/28/10
 TITLE SALES DIRECTOR FEIN 20-3545989 ADDRESS CHANGES TO BE NOTED ABOVE

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

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 Xtreme Series IIIA or equal.

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 Standard-0101-06 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 Standard-0101-06 for bullet Resistant Body Armor, and found to comply with the NIJ Standard-0101-06 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 Standard-0101-06 for Bullet Resistant Body Armor will be rejected. Vendors must provide test results of any and all rounds that exceed NIJ Standard-0101-06 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 will travel to West Virginia State Police Headquarters/Procurement Division located in South Charleston, West Virginia for measurements, fitting and service during regular business hours Monday through Friday.

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 Standard-0101-06 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 Standard-0101-06 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: Wvaron, 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 Standard-0101-06 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 flex and Spectra Shield II 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 flex and Spectra Shield II. 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	.93 lbs. sq. ft.	.288 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 Standard-0101-06 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 Standard-0101-06 for Bullet Resistant Body Armor. Models grandfathered into compliance with NIJ Standard-0101-06 will be rejected. The vest must be tested under protocol contained in the new NIJ Standard-0101-06 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	.357 Sig 125-grain tmj	1819 fps

Bid submissions not including NIJ required baseline V50 reported shall be rejected. In addition to the NIJ Standard-0101-06 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, jhp 240-grain	1642 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	.357 Sig 125 grain tmj	1819 fps
3A	44 mag, FJP, 240-grain	1642 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 Standard-0101-06 for Bullet Resistant Armor certification test reports shall reflect BFS no higher than:

Threat Level	Bullet Description	back face signature (BFS Maximum)
3A	.357 Sig 125-grain tmj	44mm
3A	44 mag, FJHP, 240-grain	44mm

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 Standard-0101-06 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 Standard-0101-06 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 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 Standard-0101-06 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 prior to the award.

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 Standard-0101-06 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 within one inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the 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 provide a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
3. Compliance with NIJ Standard-0101-06 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 Standard-0101-06 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-month cover warranty
12. ISO-9001 Certificate

COST SHEET

The below list is a price list for body armor and carriers. The quantities provided are for evaluation purposes only and may vary based on the needs of the agency.

Description	Estimated Quantity	Extended Cost
One (1) complete set of body armor, to include level IIIA front and rear ballistic panels, a washable carrier (concealable) for said panels and trauma reduction insert.	200	\$ 722,600.00
One (1) washable carrier (concealable)	175	A 11,025.00
One (1) tactical outer carrier	125	
		A 10,625.00

TOTAL BID \$ 143,650.00



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

WV PURCHASING ACA SECT Fax 304-558-4115

Jun 22 2010 03:25pm P001/014

Request for Quotation

RFQ NUMBER
DPS1042

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

Galls
 2680 Palumbo Drive
 Lexington, KY 40509

WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 06/20/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
OPENING DATE: 06/29/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF RFQ#: DPS1042 AND						
2.) PROVIDE ADDITIONAL REVISED SPECIFICATIONS AS ATTACHED.						
BID OPENING DATE REMAINS: 06/29/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		680-08		
BODY ARMOR FOR WV STATE POLICE						
***** THIS IS THE END OF RFQ DPS1042 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **800-876-4242** DATE: **6/28/10**

TITLE: **SALES DIRECTOR** FEIN: **20-3545989** ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ#: DPS1042
Addendum No. 1
Technical Questions and Answers

- 1.) Would the State consider a bid that offered a "package" including a vest and extra carrier?
Answer: See attached revised specifications
- 2.) Page 7 "SCOPE" second paragraph. Are samples required?
Answer: Samples are required upon the request of the agency.

Specification Clarifications/Additions

- 1.) To change specifications on page 3 and page 10 to read: "One (1) complete set of body armor shall include"
 - a. One (1) set of ballistic panels (1 front and 1 rear)
 - b. Two (2) Complete NS washable carrier
 - c. One (1) Trauma reduction insert
- 2.) To delete the following "Options listed on page 4 and page 10"
 - a. Cool Max Tee Shirt
 - b. Additional Akwadyne Comfort Mesh removable outer carrier
 - c. Quilted outer carrier
- 3.) To add the following "option"
 - a. Washable carrier (concealable)

Revised Specifications attached

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 Xtreme Series IIIA or equal.

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 Standard-0101-06 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 Standard-0101-06 for bullet Resistant Body Armor, and found to comply with the NIJ Standard-0101-06 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 Standard-0101-06 for Bullet Resistant Body Armor will be rejected. Vendors must provide test results of any and all rounds that exceed NIJ Standard-0101-06 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 2001 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 will travel to West Virginia State Police Headquarters/Procurement Division located in South Charleston, West Virginia for measurements, fitting and service during regular business hours Monday through Friday.

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 Standard-0101-06 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 Standard-0101-06 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 Standard-0101-06 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. Two (2) complete NS washable carrier.
 3. One (1) trauma reduction insert.
-

OPTIONS:

The following will be optional equipment that can be purchased:

1. Tactical outer carrier
2. Washable 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 flex and Spectra Shield II 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 flex and Spectra Shield II. There shall be no stitching completely through the entire ballistic panel(s) with the exception to takcs 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	.93 lbs. sq. ft.	.288 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 Standard-0101-06 for Bullet Resistant Body Armor 9mm 124 grain FMI 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 Standard-0101-06 for Bullet Resistant Body Armor. Models grandfathered into compliance with NIJ Standard-0101-06 will be rejected. The vest must be tested under protocol contained in the new NIJ Standard-0101-06 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	.357 Sig 125-grain tmj	1819 fps

Bid submissions not including NIJ required baseline V50 reported shall be rejected. In addition to the NIJ Standard-0101-06 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, jbp 240-grain	1642 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	.357 Sig 125 grain tmj	1819 fps
3A	44 mag, FJP, 240-grain	1642 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 Standard-0101-06 for Bullet Resistant Armor certification test reports shall reflect BFS no higher than:

Threat Level	Bullet Description	back face signature (BFS Maximum)
3A	.357 Sig 125-grain tmj	44mm
3A	44 mag, FJHP, 240-grain	44mm

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 Standard-0101-06 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 Standard-0101-06 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% anti 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 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 Standard-0101-06 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 prior to the award.

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 to 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 Standard-0101-06 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 within one inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the 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
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 - c. Drawings and/or photographs
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2. Manufacturers bidding direct must provide a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
3. Compliance with NIJ Standard-0101-06 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 Standard-0101-06 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.

NIJ Standard-0101-06

- 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-month cover warranty
 12. ISO-9001 Certificate
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 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-month 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. Two (2) Complete NS washable carrier.
 3. One (1) Trauma reduction insert
-

COST SHEET

The below list is a price list for body armor and carriers. The quantities provided are for evaluation purposes only and may vary based on the needs of the agency.

Description	Estimated Quantity	Extended Cost
One (1) complete set of body armor, to include level IIIA front and rear ballistic panels, two (2) washable carriers (concealable) for said panels and trauma reduction insert.	200	\$122,000.00
One (1) washable carrier (concealable)	175	\$ 11,025.00
One (1) tactical outer carrier	125	\$ 10,625.00

TOTAL BID \$ \$143,650.00



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20530

May 17, 2010

Sam White
Executive Vice President
Point Blank Solutions Inc.
2102 SW 2nd Street
Pompano Beach, FL 33069

Notice of Compliance with NIJ Standard-0101.06

Body Armor Model Designation: KXP111A-4

NIJ Compliance Status Expires: May 17, 2015

Dear Mr. White:

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

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

The body armor model details are listed on the NIJ Compliant Products List available at www.justnet.org/CTP.

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

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

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

Sincerely,

Debra Stoe
Physical Scientist
National Institute of Justice

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

Perforation and BFS Summary Data

Report Number: 11359-12A Test ID: PBSO9-001639 Report Date: 04/12/10
 Manufacturer: POINT BLANK BODY ARMOR Model Designation: KXP111A-4 NIJ Armor Type: 3A

Threat 1 - New Armor
 Ammunition: .357 SIG 125/FMJ Reference Velocity: 1470 ± 30 ft/s Water Submersion: Yes
 Shot-to-Edge: 2 inches

Shot Number	Sample 1 Size: C5				Sample 2 Size: C5											
	Front Panel		Back Panel		Front Panel		Back Panel									
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note								
1	1471.2	0	25.0		1469.3	0	27.0		1477.1	0	19.0		1483.9	0	26.0	
2	1469.3	0	29.0		1455.0	0	26.0		1471.2	0	27.0		1479.9	0	29.0	
3	1467.4	0	29.0		1472.1	0	28.0		1465.4	0	28.0		1493.0	0	30.0	
4	1472.1	0			1475.1	0			1470.2	0			1474.1	0		
5	1475.1	0			1473.2	0			1478.2	0			1475.1	0		
6	1473.2	0			1474.1	0			1465.4	0			1469.3	0		
7																
8																
Summary:		Perforations: 0 (Pass)				BFS Statistics: Count: 12				Average: 26.9 mm						
		Maximum BFS: 30.0 mm				k1: 1.568				St. Dev.: 2.91 mm						
(Pass - No BFS greater than 44 mm)																

Shot Number	Sample 3 Size: C1				Sample 4 Size: C1											
	Front Panel		Back Panel		Front Panel		Back Panel									
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note								
1	1471.2	0	23.0		1481.0	0	26.0		1480.2	0	28.0		1475.1	0	27.0	
2	1467.4	0	30.0		1478.2	0	29.0		1473.2	0	29.0		1462.4	0	30.0	
3	1479.9	0	39.0		1468.4	0	30.0		1474.3	0	28.0		1487.0	0	27.0	
4	1462.6	0			1476.0	0			1476.2	0			1480.6	0		
5	1471.2	0			1467.4	0			1470.4	0			1485.0	0		
6	1476.2	0			1479.1	0			1482.1	0			1475.1	0		
7																
8																
Summary:		Perforations: 0 (Pass)				BFS Statistics: Count: 12				Average: 28.8 mm						
		Maximum BFS: 39.0 mm				k1: 1.568				St. Dev.: 3.79 mm						
(Pass - No BFS greater than 44 mm)																

Threat 2 - New Armor
 Ammunition: .44 Mag 240/SJHP Reference Velocity: 1430 ± 30 ft/s Water Submersion: Yes
 Shot-to-Edge: 3 inches

Shot Number	Sample 5 Size: C5				Sample 6 Size: C5											
	Front Panel		Back Panel		Front Panel		Back Panel									
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note								
1	1429.6	0	31.0		1457.7	0	35.0		1440.7	0	33.0		1444.5	0	36.0	
2	1423.1	0	36.0		1443.6	0	36.0		1449.7	0	37.0		1452.0	0	36.0	
3	1410.6	0	38.0		1425.9	0	36.0		1460.7	0	38.0		1422.3	0	37.0	
4	1436.2	0			1465.4	0			1463.5	0			1438.0	0		
5	1447.4	0			1472.1	0			1420.5	0			1416.8	0		
6	1437.2	0			1433.3	0			1439.9	0			1429.6	0		
7																
8																
Summary:		Perforations: 0 (Pass)				BFS Statistics: Count: 12				Average: 35.8 mm						
		Maximum BFS: 38.0 mm				k1: 1.568				St. Dev.: 2.01 mm						
(Pass - No BFS greater than 44 mm)																

Shot Number	Sample 7 Size: C1				Sample 8 Size: C1											
	Front Panel		Back Panel		Front Panel		Back Panel									
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note								
1	1427.8	0	36.0		1418.6	0	37.0		1419.7	0	33.0		1445.5	0	39.0	
2	1436.0	0	43.0		1453.9	0	38.0		1443.4	0	41.0		1440.3	0	40.0	
3	1467.4	0	40.0		1427.0	0	39.0		1441.8	0	40.0		1444.5	0	38.0	
4	1440.7	0			1441.5	0			1430.6	0			1429.6	0		
5	1420.5	0			1436.0	0			1465.0	0			1427.8	0		
6																
7																
8																
Summary:		Perforations: 0 (Pass)				BFS Statistics: Count: 12				Average: 38.7 mm						
		Maximum BFS: 43.0 mm				k1: 1.568				St. Dev.: 2.57 mm						
(Pass - No BFS greater than 44 mm)																

**NATIONAL INSTITUTE OF JUSTICE
COMPLIANCE TEST REPORT**

Perforation and BFS Summary Data

Report Number: 11359-12A Test ID: PBS09-001639 Report Date: 04/12/10
 Manufacturer: POINT BLANK BODY ARMOR Model Designation: KXPIIIA-4 NIJ Armor Type: 3A

Threat 1 - Conditioned Armor
 Ammunition: .357 SIG 125/FMJ Test Velocity: 1410 ± 30 ft/s Water Submersion: No
 Shot-to-Edge: 2 inches

Shot Number	Sample 21 Size: C5				Sample 22 Size: C1				
	Front Panel		Back Panel		Front Panel		Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1466.3	0	20.0		1470.4	0	29.0		
2	1478.2	0	29.0		1483.2	0	32.0		
3	1473.0	0	29.0		1493.9	0	29.0		
4	1494.8	0			1489.9	0			
5	1489.4	0			1485.2	0			
6	1473.4	0			1485.9	0			
7									
8									
Summary:		Perforations: 0 (Pass) Maximum BFS: 30.0 mm (no requirement)				Perforations: 0 (Pass) Maximum BFS: 33.0 mm (no requirement)			

Threat 2 - Conditioned Armor
 Ammunition: .44 Mag 240/SJHP Test Velocity: 1340 ± 30 ft/s Water Submersion: No
 Shot-to-Edge: 3 inches

Shot Number	Sample 23 Size: C5				Sample 24 Size: C1				
	Front Panel		Back Panel		Front Panel		Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1440.1	0	31.0		1431.0	0	34.0		
2	1433.9	0	36.0		1423.1	0	39.0		
3	1437.8	0	39.0		1440.7	0	36.0		
4	1473.4	0			1441.8	0			
5	1439.7	0			1438.4	0			
6	1432.1	0							
7									
8									
Summary:		Perforations: 0 (Pass) Maximum BFS: 40.0 mm (no requirement)				Perforations: 0 (Pass) Maximum BFS: 40.0 mm (no requirement)			

Overall P-BFS Summary	
Perforations: This requirement is for all P-BFS tested samples - New and Conditioned 0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8.	
Backface Signature: This requirement is for New armors only Maximum BFS: 43.0 mm This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.	

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 11359-12A Test ID: PBSO9-001639 Report Date: 04/12/10
 Manufacturer: POINT BLANK BODY ARMOR Model Designation: KXP111A-4 NIJ Armor Type: 3A

Threat 1 - New Armor
 Ammunition: .357 SIG 125/FMJ Reference Velocity: 1470 ± 30 ft/s Water Submersion: No

Shot Number	Sample 11			Sample 11			Sample 12			Sample 12			Sample 13		
	Front Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Back Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Back Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)
1		1464.3	0		1468.2	0		1487.0	0		1471.5	0		1471.2	0
2		1571.1	0		1574.6	0		1568.9	0		1584.5	0		1581.0	0
3		1677.9	0		1662.8	0		1662.8	0		1671.4	0		1672.8	0
4		1787.6	1		1772.7	1		1716.7	0		1764.3	0		1760.3	0
5		1708.8	1		1689.5	0		1819.2	0		1860.5	1		1877.6	1
6		1652.9	0		1744.9	0		1885.7	1		1764.3	0		1804.7	0
7		1702.71	0		1803.1	0		1820.83	1		1827.15	1		1849.46	1
8		1765.85	1		1869.86	1		1765.85	0		1784.13	1		1789.87	0
9		1706.19	0		1822.49	1		1835.87	1		1739.44	1		1840.61	1
10		1730.1	0		1772.74	0		1761.5	0		1670.29	0		1807.34	0
11		1765.85	0		1794.37	0		1819.18	1		1729.51	0		1835.87	1
12		1810.61	1		1868.12	1		1763.05	1		1775.89	0		1816.2	1
13															
14															
15															

Shot Number	Sample 13			Sample 14			Sample 14			Sample 15			Sample 15		
	Back Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Back Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Back Panel	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)
1		1479.9	0		1487.0	0		1451.2	0		1482.1	0		1477.1	0
2		1561.0	0		1558.8	0		1857.5	0		1584.5	0		1580.0	0
3		1660.3	0		1665.3	0		1656.5	0		1661.4	0		1679.3	0
4		1761.5	0		1763.0	1		1764.6	0		1778.7	0		1788.6	0
5		1865.3	1		1672.8	0		1855.6	1		1865.3	1		1860.5	1
6		1788.6	0		1751.9	1		1785.7	1		1791.5	0		1784.1	1
7		1817.85	0		1698.37	0		1742.47	0		1840.26	1		1731.61	0
8		1860.12	1		1751.94	0		1789.87	0		1777.15	0		1774.31	0
9		1811.92	1		1798.89	1		1834.53	1		1840.61	1		1843.32	0
10		1768.66	0		1761.81	0		1775.57	0		1807.34	0		1884.31	0
11		1819.18	0		1842.3	0		1826.82	0		1841.96	0		1939.87	1
12		1871.61	1		1890.72	1		1869.86	1		1880.77	1		1876.17	1
13															
14															
15															

Summary: Total Usable Shots: 120 Acceptable Perforations below 1500 ft/s: 0 Acceptable
 Perforations (Complete Penetrations): 42 Acceptable
 Stops (Partial Penetrations): 78 Good

Regression Analysis

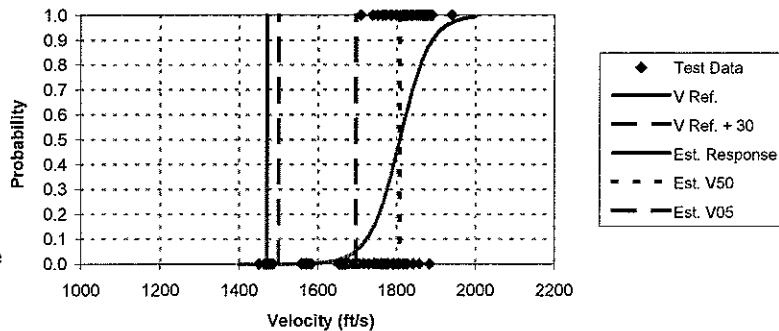
Regression Model: **Logistic**
 Model Parameters: β_0 : -47.6
 β_1 : 0.026

Estimated V50: **1807 ft/s**

Estimated V05: **1695 ft/s**

Probability of perforation at NIJ reference velocity (1470 ft/sec): **0.0% Acceptable**

Test Data and Regression Model



NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 11359-12A Test ID: PBSO9-001639 Report Date: 04/12/10
 Manufacturer: POINT BLANK BODY ARMOR Model Designation: KXPIIIA-4 NIJ Armor Type: 3A

Threat 2 - New Armor
 Ammunition: .44 Mag 240/SJHP Reference Velocity: 1430 ± 30 ft/s Water Submersion: No

Shot Number	Sample 16 Front Panel			Sample 16 Back Panel			Sample 17 Front Panel			Sample 17 Back Panel			Sample 18 Front Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1449.1	0		1438.2	0		1458.8	0		1447.4	0		1431.4	0	
2	1560.1	0		1554.5	0		1554.5	0		1574.6	1		1547.0	0	
3	1659.5	0		1641.8	0		1645.6	0		1493.0	0		1616.8	0	
4	1728.6	1		1726.2	1		1737.0	1		1533.0	0		1714.1	0	
5	1654.3	0		1650.4	0		1671.7	1		1580.0	0		1794.0	1	
6	1694.6	0		1681.8	1		1628.7	0		1649.4	1		1716.7	1	
7	1726.23	0		1635.86	0		1636.66	0		1594.65	0		1654.26	0	
8	1750.4	1		1677.85	1		1673.92	0		1650.44	0		1707.36	1	
9	1722.06	1		1633.45	1		1719.4	1		1681.52	0		1677.85	1	
10	1684.36	0		1587.81	0		1686.91	0		1708.82	0		1635.86	0	
11	1730.1	0		1646.64	0		1716.75	0		1743.68	0		1652.89	0	
12	1760.25	1		1676.45	0		1765.85	1		1777.16	1		1682.94	0	
13															
14															
15															

Shot Number	Sample 18 Back Panel			Sample 19 Front Panel			Sample 19 Back Panel			Sample 20 Front Panel			Sample 20 Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1431.4	0		1429.8	0		1421.3	0		1434.1	0		1415.0	0	
2	1529.3	0		1521.6	0		1536.3	1		1525.8	0		1538.5	0	
3	1626.3	0		1633.5	0		1469.1	0		1637.2	0		1636.9	0	
4	1696.9	0		1715.3	1		1553.5	0		1719.4	1		1725.6	1	
5	1767.1	1		1652.9	0		1589.1	0		1630.5	0		1645.5	0	
6	1686.6	0		1681.8	0		1660.3	0		1676.8	1		1677.9	1	
7	1738.22	0		1717.92	0		1698.37	0		1648	0		1632.12	0	
8	1771.48	1		1750.7	1		1735.51	1		1678.98	1		1697.22	1	
9	1707.36	0		1688.05	0		1685.49	1		1640.69	0		1633.45	0	
10	1761.5	0		1737.02	0		1645.55	0		1690.63	0		1677.85	0	
11	1794.37	1		1779.99	1		1700.97	0		1705.03	0		1720.29	0	
12	1719.69	0		1708.82	1		1731.3	1		1754.7	1		1768.66	1	
13															
14															
15															

Summary: Total Usable Shots: 120 Good Perforations below 1460 ft/s: 0 Acceptable
 Perforations (Complete Penetrations): 38 Acceptable
 Stops (Partial Penetrations): 82 Acceptable

Test Data and Regression Model

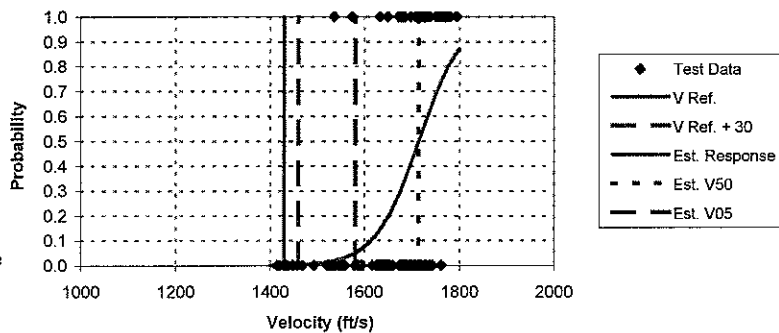
Regression Analysis

Regression Model: **Logistic**
 Model Parameters: β_0 : -37.8
 β_1 : 0.022

Estimated V50: 1714 ft/s

Estimated V05: 1580 ft/s

Probability of perforation at NIJ reference velocity (1470 ft/sec): **0.2%** Acceptable



**NATIONAL INSTITUTE OF JUSTICE
COMPLIANCE TEST REPORT**

Ballistic Limit Summary Data

Report Number: 11359-12A Test ID: PBSO9-001639 Report Date: 04/12/10
 Manufacturer: POINT BLANK BODY ARMOR Model Designation: KXP111A-4 NIJ Armor Type: 3A

Threat 1 - Conditioned Armor
 Ammunition: .357 SIG 125/FMJ
 Test Velocity: 1410 ± 30 ft/s Wet: No

Threat 2 - Conditioned Armor
 Ammunition: .44 Mag 240/SJHP
 Test Velocity: 1340 ± 30 ft/s Wet: No

Shot Number	Sample 25			Sample 25		
	Front	Panel		Back	Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1436.6	0		1440.1	0	
2	1537.5	0		1568.4	0	
3	1602.6	0		1472.3	0	
4	1688.3	0		1663.6	0	
5	1827.2	1		1755.0	0	
6	1712.9	0		1824.2	1	
7	1797.27	1		1740.34	0	
8	1778.09	1		1805.05	1	
9	1733.1	1		1741.79	0	
10	1704.16	0		1798.56	1	
11	1729.51	0		1796.95	1	
12	1732.8	1		1756.23	0	
13						
14						
15						

Shot Num	Sample 26			Sample 26		
	Front	Panel		Back	Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1315.0	0		1297.9	0	
2	1485.9	0		1419.4	0	
3	1535.4	0		1595.9	0	
4	1620.0	0		1504.9	0	
5	1700.4	1		1653.2	1	
6	1628.7	1		1533.3	0	
7	1600.02	0		1612.12	0	
8	1674.77	1		1641.77	1	
9	1635.6	0		1600.51	0	
10	1660.87	1		1684.64	0	
11	1663.63	0		1708.24	0	
12	1674.49	1		1807.99	1	
13						
14						
15						

Summary:
 Total Usable Shots: 24 Acceptable
 Perforations (CP): 9
 Stops (PP): 15

 Perforations below 1440 ft/s: 0 Acceptable

Regression Analysis
 Regression Model: **Logistic**
 Model Parameters: β0: -109.6
 β1: 0.063

 Estimated V50: 1754 ft/s

Summary:
 Total Usable Shots: 24 Acceptable
 Perforations (CP): 8
 Stops (PP): 16

 Perforations below 1370 ft/s: 0 Acceptable

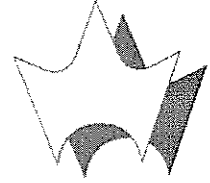
Regression Analysis
 Regression Model: **Logistic**
 Model Parameters: β0: -46.0
 β1: 0.028

 Estimated V50: 1689 ft/s

Overall Ballistic Limit Summary	
Perforations below Vref + 30 ft/sec:	0 <u>This requirement is for all Ballistic Limit tested samples - New and Conditioned</u> This armor model meets the low perforation velocity performance requirements of NIJ Standard-0101.06 Section 7.9.5.
Probability of perforation at the P-BFS reference velocity	<u>This requirement is for New armors only</u>
Threat 1:	0.0%
Threat 2:	0.2%
This armor model meets the estimated V05 performance requirements of NIJ Standard-0101.06 Section 7.9.5.	

H.P. WHITE LABORATORY, INC.

3114 Scarboro Road
Street, Maryland 21154-1822
Telephone: (410) 838-6550
Facsimile: (410) 838-2802
Email: info@hpwhite.com
www.hpwhite.com



20 June 2010
(HPWLI 11359-67)

Point Blank Solutions, Inc.
2102 S.W. 2nd Street
Pompano Beach, FL 33069

Attention: Mr. Julio Ramirez

In accordance with your instructions, H.P. White Laboratory, Incorporated conducted Ballistic Penetration (V_0) Testing and Ballistic Limit, Protection ($V_{50}BL(P)$) Testing of five soft armor panels received on 10 June 2010.

The panels were identified as Model KXP3IA-4. The construction description is indicated in the remarks section of the attached data sheets for the model tested and projectile threat.

Testing was conducted in accordance with your instructions and the provisions of **NIJ-STD-0101.06**, using calibers SPEER .357 SIG, 125 grain, GDHP; FN 5.7x28mm, 40 grain, SS197; and Winchester 9mm, 127 grain, Ranger SXT +P+ ammunition. The test panels were backed with clay backing and were rigidly fixtured to produce zero, thirty, and forty five-degree obliquity impacts at 17.3 feet. Photoelectric lumiline screens were positioned at 6.5 and 11.5 feet which, in conjunction with dual elapsed time counters (chronographs), were used to compute projectile velocities 9.0 feet forward of the muzzle. Tables I and II provide a summary of the attached data records.

All instrumentation and measurement devices, including velocity chronographs, were calibrated in accordance with ISO 10012 and or ISO 17025 requirements.

This report is based on data obtained from having tested only the samples submitted and should not be interpreted as an endorsement by H.P. White Laboratory, Inc. of the continuing quality, or performance, of any other items of the same, or similar design.

The samples are being returned via FedEx. Should you have any questions regarding this matter, please do not hesitate to contact us.

Sincerely,

H.P. WHITE LABORATORY, INC.

A handwritten signature in black ink, appearing to read "Ray McBride". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ray McBride

RM/mw
Enclosures

Point Blank Solutions, Inc.
 Attention: Mr. Julio Ramirez
 20 June 2010
 (HPWLI 11359-67)

Table I. Summary of Results (P/BFD)

Test Sample				Ballistic Threat					Results		
Condition	Sample Number	Size	Weight (lbs)	Projectile Threat	Obliquity (degrees)	Shots	Velocity (fps)		Penetrations	BFD (mm)	
							Max	Min		Max	Min
Submerged	140132	C-2	1.98	5.7x28	0	4	1755	1709	0	21	21
					30	1	1766		0		
					45	1	1698		0		
	140134	C-2	1.98	.357 SIG	0	4	1522	1502	0	31	26
					30	1	1490		0		
					45	1	1533		0		
	140135	C-2	1.98	9mm SXT	0	4	1398	1377	0	28	22
					30	1	1400		0		
					45	1	1383		0		

(a) See data records for construction description

Table II. Summary of Results Ballistic Limit, Protection (V50 BL[P])

Test Sample				Ballistic Threat			Ballistic Limit (fps)		
Condition	Sample Number	Size	Weight (lbs)	Test Projectile	Obliquity (degrees)	Shots Total/V50	Test Result V50	High Partial	Low Complete
Ambient	140118	C-2	1.98	.357 SIG	0	10/6	1860	1853	1858
	140137	C-2	1.97	9mm SXT	0	10/6	1770	1780	1749

(a) See data records for construction description



H.P. White Laboratory, Inc.
BALLISTIC RESISTANCE TEST

Client : POINT BLANK SOLUTIONS, INC.

Job No. : 11359-67

Test Date : 6/17/10

TEST PANEL

Manufacturer: POINT BLANK SOLUTIONS, INC.

Size: C-2

Thicknesses: NA

Avg. Thick.: NA

Description: SEE REMARKS FOR MAKE-UP AND STITCHING.

MODEL: KXP111A-4; STYLE: C2K3AF; SERIAL: 100000140132; LOT: 3021163

Sample No.: 100000140132 (5.7x28mm-SS197)

Weight: 1.98 lbs.

Hardness: NA

Plies/Laminates: 12

Date Rec'd.: 06-10-10

Via: Federal Express

Returned: Federal Express

SET-UP

Shot Spacing: PER NIJ-STD-0101.06

Witness Panel: CLAY

Obliquity: 0 & 30 deg.

Backing Material: 5.5" CLAY/PLYWOOD

Conditioning: SUBMERGED

Primary Vel. Screens: 6.5 ft., 11.5 ft.

Primary Vel. Location: 9.0 ft. From Muzzle

Residual Vel. Screens: NA

Residual Vel. Location: NA

Range to Target: 17.3 ft.

Target to Wit.: 0.0 in.

Range No.: 1

Temp.: 69 F

BP: 29.86 in. Hg

RH: 70%

Barrel No./Gun: 5.7x28mm/R-1

Gunner: J.CONTRERAS

Recorder: B.SHAFFER

AMMUNITION

(1): 5.7 x 28mm FN, SS197, 40 gr.

(2):

(3):

(4):

Lot No.: 0228769052

Lot No.:

Lot No.:

Lot No.:

APPLICABLE STANDARDS OR PROCEDURES

(1): PER NIJ-STD-0101.06 (MODIFIED)

(2): PER TEST CLAY DROPS: 21mm, 20mm, 21mm, 20mm, 20mm

(3): PER-TEST CLAY TEMP: 100.0 F

Shot No.	Ammo.	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	2928	1708	2924	1710	1709	None	DEF. 21mm
2	1	2879	1737	2888	1731	1734	None	DEF. 21mm
3	1	2915	1715	2919	1713	1714	None	DEF. 21mm
4	1	2829	1767	2834	1764	1766	None	(a)
5	1	2937	1702	2951	1694	1698	None	(b)
6	1	2843	1759	2856	1751	1755	None	

REMARKS :

FOOTNOTES :

(a) SHOT IMPACTED ON A 30 DEGREE ANGLE.
 (b) SHOT IMPACTED ON A 45 DEGREE ANGLE.



H.P. White Laboratory, Inc.
BALLISTIC RESISTANCE TEST

Client : POINT BLANK SOLUTIONS, INC.

Job No. : 11359-67

Test Date : 6/17/10

TEST PANEL

Manufacturer : POINT BLANK SOLUTIONS, INC.

Size : C-2

Thicknesses : NA

Avg. Thick. : NA

Description : SEE REMARKS FOR MAKE-UP AND STITCHING.

MODEL: KXP111A-4; STYLE: C2K3AF; SERIAL: 100000140134; LOT: 3021163

Sample No. : 100000140134 (357SIG-GDHP)

Weight : 1.98 lbs.

Hardness : NA

Plies/Laminates : 12

Date Rec'd. : 06-10-10

Via : Federal Express

Returned : Federal Express

SET-UP

Shot Spacing : PER NIJ-STD-0101.06

Witness Panel : CLAY

Obliquity : 0 & 30 deg.

Backing Material : 5.5" CLAY/PLYWOOD

Conditioning : SUBMERGED

Primary Vel. Screens : 6.5 ft., 11.5 ft.

Primary Vel. Location : 9.0 ft. From Muzzle

Residual Vel. Screens : NA

Residual Vel. Location : NA

Range to Target : 17.3 ft.

Target to Wit. : 0.0 in.

Range No. : 1

Temp. : 67 F

BP : 29.86 in. Hg

RH : 70%

Barrel No./Gun : 357SIG/R-1

Gunner : J.CONTRERAS

Recorder : B.SHAFFER

AMMUNITION

(1) : 357 SIG, SPEER GDHP, 125 gr.

(2) :

(3) :

(4) :

Lot No. : L04P36

Lot No. :

Lot No. :

Lot No. :

APPLICABLE STANDARDS OR PROCEDURES

(1) : PER NIJ-STD-0101.06 (MODIFIED)

(2) : PER TEST CLAY DROPS: 21mm, 19mm, 20mm, 19mm, 19mm

(3) : PER-TEST CLAY TEMP: 99.7 F

Shot No.	Ammo.	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3320	1506	3324	1504	1505	None	DEF. 26mm
2	1	3324	1504	3333	1500	1502	None	DEF. 31mm
3	1	3302	1514	3306	1512	1513	None	DEF. 31mm
4	1	3351	1492	3360	1488	1490	None	(a)
5	1	3257	1535	3266	1531	1533	None	(b)
6	1	3284	1523	3288	1521	1522	None	

REMARKS :

FOOTNOTES :

(a) SHOT IMPACTED ON A 30 DEGREE ANGLE.
 (b) SHOT IMPACTED ON A 45 DEGREE ANGLE.



H.P. White Laboratory, Inc.

BALLISTIC RESISTANCE TEST

Client : POINT BLANK SOLUTIONS, INC.

Job No. : 11359-67

Test Date : 6/17/10

TEST PANEL

Manufacturer : POINT BLANK SOLUTIONS, INC.

Size : C-2

Thicknesses : NA

Avg. Thick. : NA

Description : SEE REMARKS FOR MAKE-UP AND STITCHING.

MODEL: KXP111A-4; STYLE: C2K3AF; SERIAL: 100000140135; LOT: 3021163

Sample No. : 100000140135 (9mm-SXT+P+)

Weight : 1.98 lbs.

Hardness : NA

Plies/Laminates : 12

Date Rec'd. : 06-10-10

Via : Federal Express

Returned : Federal Express

SET-UP

Shot Spacing : PER NIJ-STD-0101.06

Witness Panel : CLAY

Obliquity : 0 & 30 deg.

Backing Material : 5.5" CLAY/PLYWOOD

Conditioning : SUBMERGED

Primary Vel. Screens : 6.5 ft., 11.5 ft.

Primary Vel. Location : 9.0 ft. From Muzzle

Residual Vel. Screens : NA

Residual Vel. Location : NA

Range to Target : 17.3 ft.

Target to Wit. : 0.0 in.

Range No. : 1

Temp. : 66 F

BP : 29.86 in. Hg

RH : 74

Barrel No./Gun : 9mm/R-1

Gunner : J.CONTRERAS

Recorder : B.SHAFFER

AMMUNITION

(1): 9mm WINCHESTER RANGER SXT +P+, 127 gr.

(2):

(3):

(4):

Lot No. : 6NE111

Lot No. :

Lot No. :

Lot No. :

APPLICABLE STANDARDS OR PROCEDURES

(1): PER NIJ-STD-0101.06 (MODIFIED)

(2): PER TEST CLAY DROPS: 20mm, 18mm, 19mm, 20mm, 19mm

(3): PER-TEST CLAY TEMP: 97.8 F

Shot No.	Ammo.	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3626	1379	3635	1376	1377	None	DEF. 22mm
2	1	3585	1395	3594	1391	1393	None	DEF. 28mm
3	1	3572	1400	3581	1396	1398	None	DEF. 28mm
4	1	3567	1402	3576	1398	1400	None	(a)
5	1	3612	1384	3621	1381	1383	None	(b)
6	1	3603	1388	3608	1386	1387	None	

REMARKS :

FOOTNOTES :

- (a) SHOT IMPACTED ON A 30 DEGREE ANGLE.
- (b) SHOT IMPACTED ON A 45 DEGREE ANGLE.



H.P. White Laboratory, Inc.

PROTECTION BALLISTIC LIMIT TEST, V50 BL(P)

Client : POINT BLANK SOLUTIONS, INC.

Job No. : 11359-67

Test Date : 6/17/10

TEST PANEL

Manufacturer : POINT BLANK SOLUTIONS

Size : C-2

Thicknesses : NA

Avg. Thick. : NA

Required BL(P) :

Description : SEE REMARKS FOR MAKE-UP AND STITCHING.

MODEL: KXP111A-4; STYLE: C2K3AF; SERIAL: 100000140118; LOT: 3021163

Sample No. : 100000140118 (357SIG-GDHP)

Heat No. : NA

Weight : 1.98 lbs.

Hardness : NA

Plies/Laminates : 12

Date Rec'd. : 06-17-10

Via : Federal Express

Returned : Federal Express

SET-UP

Shot Spacing : PER NIJ-STD-0101.06

Witness Panel : CLAY

Obliquity : 0 deg.

Backing Material : 5.5" CLAY/PLYWOOD

Conditioning : AMBIENT

Primary Vel. Screens : 6.5 ft., 11.5 ft.

Primary Vel. Location : 9.0 ft. From Muzzle

Residual Vel. Screens : NA

Residual Vel. Location : NA

Range to Target : 17.3 ft.

Target to Wit. : 0.0 in.

Range No. : 1

Temp. : 68 F

BP : 29.74 in. Hg

RH : 63

Barrel No./Gun : 357-9mm/R-1

Gunner : J.CONTRERAS

Recorder : B.SHAFER

AMMUNITION

Projectile : 357 SIG, SPEER GDHP, 125 gr.

Lot No. : L04P36

Powder : ACCURATE #2

APPLICABLE STANDARDS OR PROCEDURES

(1) : PER NIJ-STD-0101.06 (V50) MODIFIED

(2) : PRE-TEST CLAY DROPS: 19mm, 20mm, 20mm, 19mm, 19mm

(3) : PRE-TEST CLAY TEMP: 102.3 F

Shot No.	Powder/Seating	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Result	Include in V50	Footnotes
1		3333	1500	3279	1525	1513	P		
2		3018	1657	2973	1682	1669	P		
3		2861	1748	2816	1776	1762	P		
4		2744	1822	2694	1856	1839	P	Y	
5		2627	1903	2586	1933	1918	C		
6		2721	1838	2676	1868	1853	P	Y	
7		2658	1881	2613	1914	1897	C	Y	
8		2681	1865	2636	1897	1881	C	Y	
9		2753	1816	2708	1846	1831	P	Y	
10		2717	1840	2667	1875	1858	C	Y	

REMARKS :

FOOTNOTES :

V50 SUMMARY :

No. Points : 3 & 3
V50 : 1860
High Partial : 1853
Low Complete : 1858
Range of Results : 66
Range of Mixed : 0



H.P. White Laboratory, Inc.

PROTECTION BALLISTIC LIMIT TEST, V50 BL(P)

Client : POINT BLANK SOLUTIONS, INC.

Job No. : 11359-67

Test Date : 6/17/10

TEST PANEL

Manufacturer : POINT BLANK SOLUTIONS

Size : C-2

Thicknesses : NA

Avg. Thick. : NA

Required BL(P) :

Description : SEE REMARKS FOR MAKE-UP AND STITCHING.

MODEL: KXP111A-4; STYLE: C2K3AF; SERIAL: 100000140135; LOT: 3021163

Sample No. : 100000140137 (9mm SXT+P+)

Heat No. : NA

Weight : 1.97 lbs.

Hardness : NA

Plies/Laminates : 12

Date Rec'd. : 06-17-10

Via : Federal Express

Returned : Federal Express

SET-UP

Shot Spacing : PER NIJ-STD-0101.06

Witness Panel : CLAY

Obliquity : 0 deg.

Backing Material : 5.5" CLAY/PLYWOOD

Conditioning : AMBIENT

Primary Vel. Screens : 6.5 ft., 11.5 ft.

Primary Vel. Location : 9.0 ft. From Muzzle

Residual Vel. Screens : NA

Residual Vel. Location : NA

Range to Target : 17.3 ft.

Target to Wit. : 0.0 in.

Range No. : 1

Temp. : 68 F

BP : 29.74 in. Hg

RH : 63

Barrel No./Gun : 357-9mm/R-1

Gunner : J.CONTRERAS

Recorder : B.SHAFER

AMMUNITION

Projectile : 9mm WINCHESTER RANGER SXT +P+, 127 gr. Lot No. : 6NE111

Powder : ACCURATE #2

APPLICABLE STANDARDS OR PROCEDURES

(1) : PER NIJ-STD-0101.06 (V50) MODIFIED

(2) : PRE-TEST CLAY DROPS: 19mm, 20mm, 20mm, 19mm, 19mm

(3) : PRE-TEST CLAY TEMP: 102.3 F

Shot No.	Powder/Seating	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Result	Include in V50	Footnotes
1		3621	1381	3558	1405	1393	P		
2		3279	1525	3293	1518	1522	P		
3		2973	1682	2933	1705	1693	P		
4		2739	1825	2694	1856	1841	C	Y	
5		2874	1740	2829	1767	1754	P	Y	
6		2838	1762	2802	1784	1773	C	Y	
7		2879	1737	2838	1762	1749	C	Y	
8		2982	1677	2942	1700	1688	P		
9		2892	1729	2901	1724	1726	P	Y	
10		2829	1767	2789	1793	1780	P	Y	

<u>REMARKS :</u> .	<u>FOOTNOTES :</u>	<u>V50 SUMMARY :</u> No. Points : 3 & 3 V50 : 1770 High Partial : 1780 Low Complete : 1749 Range of Results : 115 Range of Mixed : 31
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QUALITY CONTROL

PACA has established a quality management system detailed in the Quality System Manual that is in compliance with the International Quality System Standard ISO 9001:2008. All elements of the standard apply to operations at the PACA Body Armor plant in Jacksboro, Tennessee with the exception of design and development validation. These processes are validated through Point Blank Solutions, Inc. Technology Center. PACA is a wholly owned subsidiary of Point Blank Solutions, Inc., a publicly held company.

At PACA we take quality seriously because we know that an officer's life may depend on it. Technology has given us better materials to incorporate into our body armor - and deadlier weapons to work against. With the use of advanced, bullet resistant materials, persistent research and development, and product testing, we provide lifesaving ballistic protection that is as comfortable and wearable as possible.

We design and manufacture soft body armor, ballistic blankets, prison cell extraction suits, training and tactical equipment for law enforcement agencies, correctional facilities, federal government and military agencies.

PACA Body Armor's top management is committed to quality because it is essential to the success of our company. The policy of PACA Body Armor is to produce quality products that fully satisfy customer expectations. We recognize quality is the responsibility of each individual, and every employee is expected to pursue continuous improvement in the quality and productivity of products and services provided.

At PACA it is our policy to meet or exceed each customer's quality needs and expectations today and concurrently anticipate the requirements of tomorrow. Quality control and quality assurance are vital links in the production and assembly process. Quality is planned and built into every product made at PACA Body Armor.

We know that our immediate and long term success is dependent on supplying our customer's service and product that fully meets their requirements, on time, every time, at a fair price. We know that we are not alone in this effort. We must work with our customer to get all information necessary to make sure that we can understand their requirements. We must work with our suppliers to make sure that all purchased materials and services fully meet our requirements. Our vision is to build a relationship with our customers and suppliers to ensure quality is never compromised.

The PACA Body Armor Quality Policy Statement, summarizing the importance of the key attributes of our Quality Management System, shall be known and understood by all employees.

We have assembled an ISO Steering Committee who will develop and review quality objectives frequently. These objectives will be reviewed by Upper Management.

Documentation of the PACA Body Armor quality program is organized in four tiers:

- a. Quality System Manual is the highest tier quality document and addresses the company policy and over-arching requirements at the company level. The Quality System Manual generally explains "what" the quality system addresses.
- b. Quality Assurance Procedures are second tier quality documents that tell "how" the requirements are ISO 9001 will be met. The Quality Assurance Procedures are tied directly to specific elements of ISO 9001:2008.
- c. Quality Work Instructions are the third tier documents used in the quality program. Work Instructions are brief and focus on specific tasks.
- d. Forms are the lowest tier.

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We have prepared documented processes consistent with the company quality policy and the requirements of ISO 9001:2008. The Quality System Manual, Quality Assurance Procedures, and Quality Work Instructions are tools to assure that the PACA quality management system is implemented throughout the company and is understood at all levels.

The range and detail of the Quality Assurance Procedures and Quality Work Instructions address the complexity of the work, the methods used, and the skills and training needed by employees to carry out their tasks.

PACA has established and maintains documented processes for contract review and coordination of these activities. The Contract Review Team is assigned the task of ensuring that all potential contracts are properly reviewed before responding to a bid, entering into a contract, accepting a purchase order, or initiating production.

PACA's Product Development Personnel are responsible for maintaining documented processes to control and verify the design of the product in order to ensure that specified requirements are met.

The document and data control system is designed to ensure that the information used in the production of product or parts is clear, complete, correct and current. Quality records are maintained to demonstrate achievement of the required quality and the effectiveness of the quality system.

The purchasing system is constructed to ensure that purchased material conforms to specified requirements. Purchases are to be made only from approved vendors who have demonstrated capability and performance or who have a documented quality system.

Documented processes exist to ensure that if a customer has supplied us with product the utmost attention is given to maintain and store the product in such a manner as to prevent deterioration or loss.

All products purchased or customer supplied is handled, stored, packaged, and preserved in such a way to prevent damage or deterioration through all processes including delivery of the finished product to the final destination.

Systems are in place to ensure that product and parts are identifiable to all applicable drawings and/or specifications throughout all stages of production and delivery. Process control procedures ensure that production operations are planned and verified and that they are proceeding under controlled conditions in the specified manner and sequence.

Incoming material inspection shall verify the conformance of incoming raw materials and products. In-process inspection, final inspection, and testing shall ensure conformance to product specifications.

To ensure conformity of product or parts inspection and testing is used at appropriate points in receiving of incoming materials, during the manufacturing process and before product is released for shipment. Tools and gages used for measuring are of the type; range, accuracy, and precision appropriate to the product, the part, and the process. The calibration system assures that the measuring and test equipment are calibrated, adjusted, repaired or replaced prior to becoming inaccurate. The inspection and test status of the product or parts are clearly identified by marking, tags, labels, inspection records, test reports, physical location or other suitable means which indicated the conformance or nonconformance of the product.

To insure that ultimate quality products are released for shipment we have included in our Quality Assurance Procedures plans that have been established and implemented to ensure that product, whether it is incoming raw materials or product in process which are, or become non conforming is prevented from unintended use. This procedure includes identification, documentation, evaluation, segregation, and disposition.

If a nonconformance occurs, the corrective action plan is activated. Anyone seeing the need for corrective action is responsible for reporting the problem to the proper supervisor or manager. When possible, the root cause of the unsatisfactory condition is determined, and a proposed remedy is put in place. The effectiveness of the corrective action is verified.

Internal quality audits are performed to evaluate the effectiveness of the quality system as well as the level of product conformance. Internal quality audits are planned to be sure that the audit itself is effective. Internal quality audit results are documented and reviewed with the personnel having responsibility in the area being audited.



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Protective Apparel Corporation of America
179 Mine Lane
Jacksboro, TN 37757

with a scope of:

Design Outer Shells and Accessories Related to
Ballistic Resistant and Other Protective Apparel

is in compliance with the International Quality System Standard ISO 9001:2008.

"Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization."

Certificate No.: 000010716
Registration Period: 4/14/2009 to 4/13/2012
Initial Registration: 4/14/2009

CEO, AQA INTERNATIONAL

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803 779 8109 fax



SPECIFICATIONS

For Purchase of Soft Body Armor Model KXP3A NIJ 0101.06 Level IIIA

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 vest 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 Galls by Point Blank Body Armor Model KXP3A for NIJ 0101.06 for Threat Level IIIA. Bids based on body armor models made by manufacturers other than Point Blank/PACA Body Armor must be clearly identified as such, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

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

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement & Corrections Technology Center (NLECTC), and found to comply with NIJ Standard 0101.06 Ballistic Resistance of Body Armor for Type IIIA armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

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. National Institute of Justice, Standard NIJ-STD-0101.06, Ballistic Resistance of Body Armor.
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2008 Certification

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

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 certified armor in Level IIIA.
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 resistance against the labeled projectiles in accordance with the NIJ Standard 0101.06.

8. GENERAL DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor shall be designed for regular daily wear or as ballistic inserts in a tactical outer garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level IIIA, (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.

9. CONCEALABLE DESIGN

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. The carrier system shall incorporate the 12 point VersaStrap™ system which includes two removable/replaceable Breath-O-Prene shoulder straps and four removable/replaceable Breath-O-Prene waist 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 outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral shoulder-strap suspension system. The suspension system must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. One (1) set removable/replaceable 12 point VersaStrap™ Breath-O-Prene straps.
4. One (1) complete Microfiber washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

9a. STANDARD FEATURES

1. Self Suspending Ballistic System (SSBS).
2. Bottom loading Micro fiber outer carrier.
3. Smart Fabric Technology™ (SFT) carrier lining.
4. Versa Strap™ 12 point removable and replaceable strapping system.
5. Wik-Away front and rear shirt tails.
6. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

10. OPTIONS

1. Additional Carrier System.
2. Additional carrier with **ThorShield™** EMD, TASER® device resistant technology.
3. Additional removable/replaceable 12 point VersaStrap™ strap set.
4. Quilted outer carrier.
5. Quilted outer carrier with **ThorShield™** EMD, TASER® device resistant technology.
6. MPC outer carrier (Tactical, EMS, Firearms Instructor).
7. MPC outer carrier (Tactical, EMS, Firearms Instructor) with **ThorShield™** EMD, TASER® device resistant technology.
8. TAC08 outer carrier.
9. TAC08 outer carrier with **ThorShield™** EMD, TASER® device resistant technology.
10. Blades Plate Insert.
11. Special Threats (STP) plates.
12. Armor Ice™ Active Cooling Inserts.

10a. TACTICAL OUTER GARMENT OPTIONS

1. **SVIII** Tactical Vest.
2. **SVIII** Tactical Vest with **ThorShield™** EMD, TASER® device resistant technology.
3. **Four Star** Tactical Vest.
4. **Four Star** Tactical Vest with **ThorShield™** EMD, TASER® device resistant technology.
5. **International** Tactical Vest.
6. **International** Tactical Vest with **ThorShield™** EMD, TASER® device resistant technology.
7. **Nato** Tactical Vest.
8. **Nato** Tactical Vest with **ThorShield™** EMD, TASER® device resistant technology.
9. **Ranger** Tactical Vest.
10. **Ranger** Tactical Vest with **ThorShield™** EMD, TASER® device resistant technology.

*** For tactical applications, this specification must be accompanied by a separate Tactical Outer Garment Specification. Refer to the Tactical Outer Garment Specification for specific details and options.*

11. 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 100% Kevlar® XP™ Woven fabric. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Kevlar® XP™ Woven fabric.

12. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to Areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 18.24 oz. (1.14 lbs.) per square foot for NIJ level IIIA. Sample weights are (+/- 5%).

13. 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 Standard 0101.06 test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement & Corrections Technology Center (NLECTC) for testing in accordance with NIJ Standard 0101.06. The V 50 test shall be against clay backing. V50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V50 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 for a 18.24 oz. / 1.14 lbs per square foot test sample. Sample weights are (+/- 5%).

	357 Sig	44 Mag
V50 (fps) New Armor	1829	1677
V50 (fps) Condition Armor	1747	1622
V50 (m/s) New Armor	558	511
V50(m/s) Condition Armor	533	495
BFS (mm)	28	35
BFS (in)	1.10	1.37

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

14. 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 Standard 0101.06 Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 0101.06
4. Date of Manufacture
5. Date Issue
6. Size
7. Serial Number
8. Model of Vest
9. Manufacture Location
- 10 Care Instructions.
11. Warranty Period

15. BALLISTIC PANEL COVER MATERIAL

This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Therefore, the ballistic cover material must be sealed by a sonic welding process to prevent moisture intrusion at the seams. Also, the department is aware that high degrees of "Moisture Vapor Transmission" (MVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier System will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW -24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 <u>1/</u>	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 <u>1/</u>	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 <u>1/</u>	ASTM D751

*** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

16. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit SFT™ micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber with a bottom horizontal zipper for improved insertion and removal of the ballistic panel. Low profile loop will be used for strap attachment points to reduce bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

17. QUALITY CONTROL

The manufacturer must maintain a ANSI/ISO/ ASQ Q9001-2008 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The manufacturer must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.06. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.06.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

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

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.

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 Standard 0101.06 for backing material.

20. MEASUREMENTS AND FITTING:

Custom Measuring Concealable Armor

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.
2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

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. POST CERTIFICATION RETEST POLICY USED VEST EVALUATION RECOMMENDATIONS

Point Blank Solutions Inc. (PBSI) which includes Point Blank Body Armor and Protective Apparel Corporation of America (PACA) encourage valid body armor testing for the purpose of acceptance testing of new vests, and as a tool to be used to evaluate used body armor replacement cycles. In order to provide our customers with guidance in this area we offer the following recommendations that may help in providing the tools to make informed decisions in buying new armor as well as replacing used armor.

PBSI recognize and recommends properly, performed ballistic testing in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 (NIJ BA CTP Application Package: 005) for new armors. All testing will be performed at an NIJ approved ballistic test laboratory. Only bullets listed in NIJ Standard 0101.06 table 10 will be utilized.

Each ballistic test shall be conducted on a complete vest and in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 (NIJ BA CTP Application Package: 005)

Panels shall be shot against clay backing material, which has been conditioned in accordance with NIJ 0101.06. Prior to each shot, the panel will be placed flat against the clay backing material. For acceptance testing, vest samples shall be new and in unused condition.

Minimum Sample Size. In order to have valid test data, minimum representative samples should be tested. For new vests acceptance testing the recommended minimum representative sample size should be no less than 3 vests (6 panels). In the case of used vest evaluation testing, the recommended minimum representative sample size should be 5 vests (10 panels). Representative samples should be of the same model *and in the case of used vests, the same Wear Rating category.*

New Vest Testing Recommendations

For acceptance testing of new, unused vests, the armor should be expected to have no perforations at the NIJ 0101.06 reference velocities. (*BFS will not be measured in accordance with NIJ 0101.06 CTP Conformity Assessment Section 7.5 - NIJ BA CTP Application Package: 005*) If there is a perforation of a representative armor sample during the initial testing, then additional samples should be tested to verify the results of the initial testing. It is recommended that three additional samples sets be tested and in order for the representative sample group to be acceptable, there should be no perforations in any of the additional samples sets at the NIJ 0101.06 reference velocities for that class of armor.

NIJ 0101.06 Reference Velocities

Refer to Table 4 P-BFS performance test summary chart. Page 46 NIJ Standard 0101.06.

Used Vest Evaluation

Used body armor evaluations are necessary and will help the consumer or organizational administrator in determining when to replace armor that is past its practical service life. The following information and recommendations are offered and may be useful in making these determinations.

Vests that are in service will experience some loss of ballistic performance as a result of normal wear. The amount of wear or lack of proper care is closely related to the amount of performance loss. Therefore it is critical that body armor is cared for and stored as recommended by the manufacturer.

Armor should be inspected on a regular basis for signs of unusual wear and/or improper care. Armors that are found to be in poor condition should be replaced as soon as possible. In addition, if there are breaks in the ballistic cover (torn, worn through, open seams) the vest should be taken out of service and replaced immediately.

It should be clearly understood that wear rates are not directly related to time in service or length of the manufacturers warranty. Armor wear is similar to automobile tire wear. Some drivers wear out tires faster than others. Similarly, some officers wear out their vests sooner than others. Vests that are worn out should be replaced regardless of the time it has been service or the length of the manufacturer’s warranty.

Used Vest Inspection and Rating

Due to the potential wear condition variability of used vest samples each vest sample must be inspected on a regular basis for wear condition and any indications of abuse or improper care. After inspection the samples should be Wear Rated according to their condition and if ballistic testing is anticipated, grouped accordingly. Recommended Wear Ratings categories are listed below:

Wear Rating #1 - Good condition. Light wear, no set wrinkles or stains, ballistic cover intact.

Wear Rating # 2 - Fair condition. Moderate wear, some set wrinkles at edges, light staining, and ballistic cover intact.

Wear Rating # 3 - Poor condition. Heavy wear, set wrinkles, staining of the ballistic cover, No breaks in the ballistic cover or open seams. **Replacement should be considered.**

Wear Rating # 4 - Very poor condition. Very heavy wear, creases, folds, set wrinkles. Staining or signs of mildew or chemical contact. Breaks in the ballistic cover or open seams, ballistic cover very worn or worn through. **Should be taken out of service and replaced.**

If ballistic testing is conducted, it should be expected that used vest samples will show some performance degradation over new unused vest samples. It should also be expected that some used vest samples will show performance degradation that may be below the NIJ 0101.06 reference velocity for new vests. Although this may be the case in some used vest samples, it should be understood that actual street threat velocities are lower than the NIJ 0101.06 reference velocity according to manufacturer’s published literature.

Manufacturers Bullet/Cartridge Muzzle Velocities

<u>Caliber</u>	<u>Bullet</u>	<u>Muzzle Velocity</u>	<u>Manufacturer</u>
40 S&W	180 Gr. FMJ	985 FPS	Remington
40 S&W	180 Gr. FMJ	990 FPS	Winchester
40 S&W	180 Gr. FMJ	985 FPS	American Eagle
9MM	124 Gr. FMJ	1100 FPS	Remington
9MM	124 Gr. FMJ	1140 FPS	Winchester
9MM	124 Gr. FMJ	1120 FPS	American Eagle
357 Mag.	158 Gr. JSP	1235 FPS	Remington
357 Mag.	158 Gr. JSP	1235 FPS	Winchester
357 Mag.	158 Gr. JSP	1240 FPS	American Eagle
357 Sig	125 Gr. FMJ	1325 FPS	Remington
357 Sig	125 Gr. TMJ	1325 FPS	Speer
357 Sig	125 Gr. FMJ	1350 FPS	American Eagle
44 Mag.	240 Gr. SJHP	1180 FPS	Remington
44 Mag.	240 Gr. SJHP	1180 FPS	Winchester
44 Mag.	240 Gr. SJHP	1230 FPS	Federal

Recommended Used Vest Evaluation Testing

Although the NIJ STD 0101.06 makes no direct correlation between "Conditioned Vest testing" and actual used vest service life, the reference velocities for "conditioned" vest could be utilized as a guide for testing used vests. *"This protocol will not predict the service life of the vest nor does it simulate an exact period of time in the field."* (Pg. 27 NIJ 0101.06)

Testing Used Vest Samples

Wear Rating #1, #2 or #3 - Good Fair and Poor Condition. When testing representative sample groups with Wear Ratings of #1, #2 or #3, there should be no perforations below the Conditioned Armor test velocities as set forth in the NIJ 0101.06 Compliance Testing Program. Refer to Table 4 P-BFS performance test summary chart. Page 46 NIJ Standard 0101.06.

If there is a perforation of a representative armor sample during the initial testing, then three additional representative samples sets should be tested to verify the results of the initial testing. If the verification testing results in any additional perforations, then it is recommended that the representative group is replaced by the agency.

Wear Rating #4 - Very poor condition. Since vests in this category should be replaced, there should be **no specific expectation of ballistic performance**. Although some vests in this category may still provide ballistic protection, tests results will not be consistent and therefore cannot be relied upon.

Rev: March 3, 2009

23. PRODUCT LIABILITY INSURANCE

Vest manufacturer shall agree to provide a minimum of \$26,000,000 product liability insurance coverage on delivered vests.

24. WARRANTY

THIS WARRANTY IS EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND OTHER WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE WARRANTY PERIOD SET FORTH HEREIN. The warranty herein shall be void if the product has been altered, abused, or misused, stored improperly or not cleaned in accordance with cleaning instructions.

The ballistic or stab elements are warranted to be of the same construction and design as the original N.I.J. certified model listed on the label. The design of the bullet or stab resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic or Stab Resistance of Personal Body Armor for the level stated on the label. These bullet or stab resistant elements are warranted for five years from date of purchase to be free from manufacturing defects. Upon timely notice, PACA will repair or replace any vest / plate in which, after examination by PACA, PACA determines there is a manufacturing defect. Should the soft body armor ballistic or stab panel cover be compromised (cut, torn or worn through), it should not be worn and immediately returned to PACAACA for inspection and repair. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by PACA, then PACA will advise the owner of recommended repair or replacement costs. In any event, the owner will be responsible for the cost of returning the vest to the factory.

The ballistic or stab resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements. There is NO protection where there is no ballistic or stab resistant element. **When worn, the ballistic or stab element is warranted to be bullet or stab resistant for the life of the warranty under normal wear conditions and proper maintenance. There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element. The ballistic or stab element is not warranted to be bulletproof or stab proof.**

This warranty does not cover and is void as to:

- Any ballistic or stab element that has been altered or modified in any way other than PACA authorized factory alterations.
- Any ballistic or stab element not in a PACA outer shell carrier.
- Damage as a result of abuse or misuse.
- Damage as a result of improper storage or maintenance.
- Penetrations as a result of ballistic or stab testing.

- The results of any specific ballistic or stab testing.
- Injury as a result of bullets or other projectiles or instruments not impacting the ballistic or stab element.

The outer shell carrier is warranted to be free from manufacturing defects for 24 months from the date of purchase.

The above warranty is the only warranty in effect on this product, **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, THAT ARE IN EFFECT.**

Rev. March 5, 2008

25. PACKAGING

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

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.

26. 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 PACA 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. NIJ 0101.06 certification and test reports from an accredited laboratory for the vest being certified.
4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing. A V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
5. 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
6. Product Liability Insurance providing a minimum coverage of \$26,000,000.
7. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
8. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Revised: August 20, 2009

Printed: June 28, 2010

Technical Specifications
KXPIIIA
Level IIIA
Concealable Armor

Model *KXPIIIA*

Ballistic Material Woven fabric

NIJ Level IIIA

Weight 18.24 Oz. / 1.14 lbs. Sq. Ft. (+/- 5%)

Thickness .21 inches (+/- 5%)

	357sig	44 Mag
V50 (fps) New Armor	1829	1677
V50 (fps) Condition Armor	1747	1622
V50 (m/s) New Armor	558	511
V50(m/s) Condition Armor	533	495
BFS (mm)	28	35
BFS (in)	1.10	1.37

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/09

PRODUCER
Willis of CT, LLC
101 Merritt 7 Corporate Park 5 FL
Norwalk, CT 06851
203-523-0501

INSURED
Point Blank Body Armor
2102 SW Second Street
Pompano Beach, FL 33069

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Chubb Custom Insurance Co	38989
INSURER B: AXIS Insurance Co.	37273
INSURER C: Allied World Assurance Co. USA Inc.	B7185
INSURER D: Liberty Mutual Fire Insurance Co.	23043
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:100000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	79465259	08/03/09	08/03/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73542967	08/03/09	08/03/10	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	EAU728087012008 CO12684001	08/03/09 08/03/09	08/03/10 08/03/10	EACH OCCURRENCE \$26,000,000 AGGREGATE \$26,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCCZ91448570019	02/16/09	02/16/10	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
Galls, An ARAMARK Company, LLC 2680 Palumbo Dr Lexington, KY 40509-1000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Kenneth S. Hoch</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Galls Body armor References

SEPTA Police Department
1234 Market Street
Philadelphia, PA 19105
Lt Garrett Marsh
Phone: 215-580-3645

Huntington Police Department
675 10th Street
Huntington, WV 25701
Lt Ray Cornwell
304-696-4470

Mint Hill Police Department
7200 Mathews-Mint Hill Rd
Mint Hill, NC 28227
Captain Scott Hall
704-545-1085

Athens Police Department
508 E Tyler Street
Athens, TX 75751
Asst. Chief Rodney Williams
903-677-6630

Orange County Sheriff
2500 W Colonial Drive
Orlando, FL 32804
Ken Lewis
407-254-7060

Winter Haven Police Department
125 N Lake Silver Dr
Winter Haven, FL 33883
Janet Holloway
863-298-7791

Smyth County Sheriff
111 W Court Street
Marion, VA 24354
Chief Deputy Kenny Lewis
276-782-4066

Erie County Probation
140 W 6th Street
Erie, PA 16501
Dave Gianoni
814-451-6048

Oak Hill Police Department
100 Kelly Ave
Oak Hill, WV 25901
Chief Mike Whisman or Asst. Chief LT Chuck Williams
304-456-0597

Fayette County Sheriff
100 Court Street
Fayetteville, WV 25804
Jim Sizemore
304-574-4304

Brownsville Police Department
600 E Jackson
Brownsville, TX 78520
Eddie Garcia
956-548-7130

Webb County Sheriff
902 Victoria
Laredo, TX 78040
Tony Winterroth
956-523-4519

Lubbock Police Department
601 N Loraine
Midland, TX 79701
Janci Wilson
806-775-2756

Mansfield Police Department
1601 Heritage Pky
Mansfield, TX 76063
Chief Gary Fowler
817-276-4723

Laredo ISD Police Department
4712 Mahar
Laredo, TX 78041
David Molina
956-795-3417

Cabell County Sheriff
750 5th Ave RM 101
Huntington, WV 25721
Deputy Chief Doug Ferguson
304-526-8663

Clarksburg Police Department
222 West Main Street
Clarksburg, WV 26301
Chief Marshall Goff
304-624-1609 ext 120

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). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable

- 1. Application is made for 2.5% resident vendor 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 headquarters 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 or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor 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,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of 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) reject the bid; 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 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.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

N/A

RFQ No DPS1042

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 owed 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 exceeds 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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: GALLS, ADAM MARK COMPANY LLC

Authorized Signature: [Signature] Date: 6/28/10

State of Kentucky

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 28th day of June, 2010.

My Commission expires 10/19th, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC Susan Joseph