



**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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).

**DPS1237**  
**ADDENDUM NO. 1**

Q1: Are they requesting 2 plates per vest or just 1 plate per vest?

A1: **The WVSP requires and will purchase one (1) plate, but wishes front and rear plate pouches for the option to move the plates from front to rear.**

Q2: I would like to bid on this current contract however we manufacturer soft armor but would have to buy the plates from our plate vendor. Is this not exceptable? It states that you may not do this. Is this a typo? Do we have to be the manufacturer of the plates as well?

A2: **Vendors purchasing plates from a plate manufacturer, which in turn becomes a part of the manufacturing and assembly process is acceptable, and so long as the warranty and all liability is the responsibility of the successful bidder/contract holder. The plates must also meet the minimum requirements contained in the specifications.**

**CLARIFICATION:**

C1: Please add the following to the specifications:

Vest attachments

a) Shoulder protection

**Ballistic shoulder protection is required at the same ballistic protection as the entire vest**

b) 6" x 10 ballistic side protection

**Ballistic 6"X10" side protection required at the same ballistic protection as the entire vest**

c) Upper arm (bicep protection)

**Ballistic upper arm / bi-cep protections is required at the same ballistic protection as the entire vest**

d) Equipment pouches

**6 assorted size equipment pouches are required**

e) Id's for vest and upper arm protection

**2" "Police" Id's are required**

EXHIBIT 10

REQUISITION NO.: DES 1237

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1  .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

James H. Hines  
.....  
SIGNATURE

Pro-Tech Sales  
.....  
COMPANY

4/24/2012  
.....  
DATE



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  
 DPS1237

PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 TARA LYLE  
 304-558-2544

\*B01125349 440-239-0100  
 PROTECH SECURITY SALES  
 1313 W BAGLEY ROAD

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BEREA OH 44017

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WEST VIRGINIA STATE POLICE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2012	NET 30 DAYS	BEST WAY		

BID OPENING DATE: 05/03/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-08	\$3,377.86	\$121,602.96
POLICE PROTECTION EQUIPMENT						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE TACTICAL BULLET PROOF VESTS, PER THE ATTACHED SPECIFICATIONS.						
INQUIRIES:						
WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/19/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV						
EXHIBIT 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tara Lyle</i>	TELEPHONE 800-888-4002	DATE 4/24/2012
TITLE Director Tactical Sales	FEIN 34-167042	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
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VENDOR

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SHIP TO

WEST VIRGINIA STATE POLICE  
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<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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: 800-888-4002      DATE: 4/24/2012

TITLE: Director, Tactical Sales      FEIN: 34-1607042      ADDRESS CHANGES TO BE NOTED ABOVE

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



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 304-558-2544

**VENDOR**  
 \*B01125349 440-239-0100  
 PROTECH SECURITY SALES  
 1313 W BAGLEY ROAD  
 BEREA OH 44017

**SHIP TO**  
 WEST VIRGINIA STATE POLICE  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/05/2012	Net 30 Days	BEST WAY		

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<p>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. 01/17/2012</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 800-888-4002 DATE 4/24/2012

TITLE Director, Technical Sales FEIN 34-1607042 ADDRESS CHANGES TO BE NOTED ABOVE

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04/05/2012				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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 EXTEN 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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Hanna</i>	TELEPHONE 800-888-4002	DATE 4/24/2012
TITLE Director, Technical Sales	FEIN 34-1607042	ADDRESS CHANGES TO BE NOTED ABOVE

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





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 25309                      304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/05/2012				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <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:-----TL/32-----</p> <p>RFQ. NO.:-----DPS1237-----</p> <p>BID OPENING DATE:-----05/03/2012-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 600-888-4002	DATE 4/24/2012
TITLE Director, Technical Sales	FEIN 34-1607042	ADDRESS CHANGES TO BE NOTED ABOVE

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04/05/2012				

BID OPENING DATE: 05/03/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: -----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----440-239-9243-----  CONTACT PERSON (PLEASE PRINT CLEARLY): -----JAMES HINNE RS-----   ***** THIS IS THE END OF RFQ DPS1237 ***** TOTAL: <u>\$121,602.96</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-888-4002	DATE 4/24/2012
TITLE Director, Tactical Sales	FEIN 34-1607042	ADDRESS CHANGES TO BE NOTED ABOVE

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

**DPS1237**  
**Request for Quotation for an Open-End Contract**  
**Tactical Bullet Proof Vest Specifications**

The following are the minimum acceptable requirements for the safety bullet proof vests:

- Carrier must have exterior made of 1,000 Denier Cordura, or equal material
- Carrier must have internal cummerbund system with adjustable side and shoulder closures
- Carrier must include officer rescue strap and modular webbing attachment system (MOLLE)
- Carrier must include a detachable dual weapon retention system, located in both shoulder areas of the front of the carrier, that adjusts in vertical and horizontal directions
- Carrier must include a minimum 12" x 8.5" external top loading auxiliary pouch
- Carrier must include a dual radio wire channel, which allows for the mounting of a radio on the rear portion of the carrier and feeding of the microphone handset wire through a hidden channel to the front of the carrier
- Carrier must include two detachable shoulder mounted D-Rings
- Carrier must include a dual external top loading plate pocket (Front and Rear), which allows for the insertion of a minimum 8" x 10" or 10" x 12" special threat plates from an external, top loading orientation
- Carrier must include a detachable pull down groin protection
- Carrier must include a detachable Spacer-Mesh™ Padding System, or equal, to allow for greater airflow and cushioning
- All ballistic panels in the vest and components must be the exact same construction
- Ballistic panel must be no more than 1.15 lbs/sqft
- Ballistic panel must be manufactured using patented CORE Matrix Technology, or equal material from Twaron, or equal
- Ballistic panel must have a "certified" trauma of no more than 27.58mm for the .357 Sig NIJ test round
- Ballistic panel must be secured in the panel covering using the patented Grip-Lok, or equal system
- Ballistic panel must be tested in the C1-C5 template sizes
- No company that has had a vest previously listed on the NIJ CPL Advisory List for Non-Compliance or any kind of Safety Advisory will be considered
- Ballistic panel must have tested for and met both the DEA and DHS protocols
- Ballistic panel must have been demonstrated to stop one round of the FN 5.7x28 SS195 Hollow Point with a velocity of 2079 fps with a trauma of no more than 15mm
- Ballistic panel must have been demonstrated to stop one round of the S&W 500 MAG Hornady XTP with a velocity of 1223 fps with a trauma of no more than 32mm
- Ballistic panel must have a v50 for the .357 SIG no less than 1909 fps
- Ballistic panel must not have a decrease in v50 for the .357 SIG greater than 4.8% from when the panel is tested in the "new" to "conditioned" state
- Ballistic panel must not have a decrease in v50 for the .44 MAG greater than 5% from

- when the panel is tested in the “new” to “conditioned” state
- The hard armor plates must be made by the same manufacturer as the ballistic vest. With no buy/sell from other manufacturers
  - The hard armor plates must be tested and compliant under the NIJ 0101.06 standard for Level III Stand-Alone armor
  - The hard armor plate must be manufactured in a “shooters” cut, to allow for an operator to fully extend/lock out arms in a shooting stance
  - The hard armor plate must be made with a multi-curve shape
  - The hard armor plate must be made out of 100% polyethylene material, with a weight of 3.1-3.3 lbs.
  - The hard armor plate must be independently tested for six (6) impacts of the 7.62x39mm 123 grain Mild Steel Core round

**Delivery:**

Vendors shall delivery to the WV State Police located 4124 Kanawha Turnpike South Charleston, WV 25309. Delivery charges should be included in the bid.

**Miscellaneous:**

If providing a quote for an equal product, Vendors should include pertinent product information for the product(s) with the bid.

**Award:**

The contract will be awarded to one vendor with the lowest bid meeting all of the specifications with the most complete bid.

**DPS1237 - BULLET PROOF VEST BID FORM**

Description	Estimated Annual Usage	Unit Price	Extended Price
BULLET PROOF VEST per the specifications contained in the RFQ	36 ea	\$ 3,377.86	\$ 121,602.96

Bidder / Vendor Information:

Company Name: Pro-Tech Security Sales  
 Address: 1313 West Bagley Road  
Berea, OH 44017  
 Phone No.: 800-888-4002  
 Fax No.: 440-239-9243

Contract Coordinator Information:

Name: JAMES HINNERS  
 Phone#: 800-888-4002  
 Email Address: chief@protechsales.com  
 Authorized Signature: \_\_\_\_\_

**NOTE: Estimated quantities are for bidding and evaluation purposes only - not a guaranteed order quantity - more or less may be purchased**

RFQ No. DPS 1237

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: Pro-Tech Security Sales

Authorized Signature: [Signature] Date: 4/24/2012

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 24 day of April, 2012

My Commission expires Catherine A. Wasmer, 20    .  
Notary Public

In and For the State of Ohio  
My Commission Expires  
November 25, 2016

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

# State of West Virginia 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.

NA

- 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,

NA

- 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,

NA

- 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,

NA

- 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,

NA

- 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,

NA

- 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: Pro-Tech Security Sales      Signed: [Signature]  
 Date: 4/24/2012      Title: Director, Tactical Sales

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



1313 West Bagley Road – Berea, OH 44017  
Toll Free: 800-888-4002 Local: 440-239-0100 Fax: 440-239-9243  
[www.protechsales.com](http://www.protechsales.com)

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Dear Sir or Madam:

Our bid for the West Virginia State Police Ballistic Vests include the following items:

- #1 ProTech Armor "Titan Enhanced" ballistic vest with MOLLE attachment System SM01 ballistics
- #2 ProTech Armor Throat protection SM01 ballistics
- #3 ProTech Armor detachable collar SM01 ballistics
- #4 ProTech Armor shoulder protection SM01 ballistics
- #5 ProTech Armor pull down groin protection SM01 ballistics
- #5 ProTech Armor Upper arm(bicep) protection SM01 ballistics
- #7 ProTech Armor 6" x 10" ballistic side protection SM01 ballistics
- #8 ProTech Armor Spacer Mesh inserts
- #9 ProTech Armor 6 pouches (officers choice)
- #10 2" POLICE id's for front & back vest panels
- #11 1" POLICE id's for upper arm protection
- #12 Front & Back panel plate pouches
- #13 ProTech Armor #2113MC level III polyethylene ballistic plate

All ballistic items conform to the current NIJ standards

Meets all bid specifications

See attached specifications for ballistic vest, plate and vest shoot.

James Hinnners

Director, Tactical Sales  
[www.protechsales.com](http://www.protechsales.com)  
[chief@protechsales.com](mailto:chief@protechsales.com)





# **PROTECH<sup>®</sup>**

## **T A C T I C A L**

### SM01 ARMOR TECHNICAL SPECIFICATIONS

NIJ Standard	0101.06 Compliant	0101.06 Compliant
NIJ Model #	BA-2000S-SM01	BA-3A00S-SM01
NIJ Classification	II	3A
Areal Density	0.85	1.15
Thickness	0.305	.0352
V-50 (9mm)	1695	
V – 50 (.357 Mag.)	1614	
V – 50 (.357 Sig)	--	1909
V – 50 (.44 Mag.)	--	1716
Armor Materials	Twaron core Matrix Gold Shield	Twaron core Matrix Gold Shield
Armor Construction	Perimeter and X Stitching	Perimeter and X Stitching
Panel Covering	2 ply, 70 denier textured Nylon blockade w/ TPU lamination system	2 ply, 70 denier textured Nylon blockade w/ TPU lamination system



**PROTECH**<sup>®</sup>  
T A C T I C A L

## BALLISTIC TECHNICAL SPECIFICATION

### HARD ARMOR PLATE – MODEL: 2113 MC-1

Test Standard	NJ : 0101.04 / 05 IR
Model	2113 MC-1
Threat Type	Type III testing Stand-Alone
Number of Impacts	6 Hits
Test Round	7.62 FMJ (M 80)
Cut	Military-style shooter's cut
Curvature	Multi-Curve
Ballistic Material	100% Polyethylene
Cover Material	1000-Denier Cordura <sup>®</sup>
Weight (pounds)	3.3 lbs (1.5 kg)
Size (inches)	10" X 12"
<b>Additional Special Type Testing</b>	
Threat <i>Independently Tested</i>	<ul style="list-style-type: none"><li>• N/A</li></ul>

11/16/2009

Rev. 3

EXPORT CONTROLLED DATA.

This document contains technical information whose export is governed by the U.S. International Traffic in Arms Regulations (ITAR). This information must not be transferred to a foreign person/entity without proper authorization of the U.S. Government. Violations may result in administrative, civil or criminal penalties.

**SAFARILAND.**



\* NC ROUND NOT CHRONOGRAPHED  
\*PB SHOTS FIRED @ POINT BLANK RANGE (1-3 FEET)  
\*BFS BACK FACE SIGNATURE (deformation)

\*EXPORT CONTROLLED DATA. These commodities, technology or software are controlled for export in accordance with U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited



# PROTECH<sup>®</sup>

## TACTICAL

A Product of the Safariland<sup>™</sup> Company

# TECHNICAL SPECIFICATION

## TITAN<sup>™</sup> ASSAULT ENHANCED

<b>Outer Shell</b>	Water repellent 1000 Denier Cordura <sup>®</sup>
<b>Inner Lining</b>	420 Denier diamond rip-stop nylon
<b>Ballistic Coverage (Standard - LG/R)</b>	577.56 in <sup>2</sup> of front and back ballistic panel protection
<b>Armor Panel Access</b>	Internal panel insertion system
<b>Armor Panel Suspension</b>	Grip-Lok <sup>™</sup> internal
<b>Plate Pocket(s)</b>	<ul style="list-style-type: none"><li>▪ Combo 8" x 10" / 10" x 12" exterior, rifle plate pockets [front and rear]</li><li>▪ Combo 6" x 10" auxiliary side panel and 5" x 8" / 7" x 9" / 6" x 6" plate pocket [both sides]</li></ul>
<b>Closure System</b>	Adjustable side closure system with double security system
<b>Carrier Configuration</b>	1-Inch Modular Webbing System
<b>Additional Features</b>	<ul style="list-style-type: none"><li>▪ Fully adjustable shoulder straps</li><li>▪ Dual adjustable weapon retention system (detachable)</li><li>▪ External top loading auxiliary pouch</li><li>▪ Officer extraction rescue strap</li><li>▪ ID platforms [front and rear hook and loop]</li><li>▪ Dual wire channel [internal]</li><li>▪ Dual mic tabs on both shoulders</li><li>▪ Pull down groin attachment system</li><li>▪ Two [2] removable, adjustable double weapon sling "D" attachments</li><li>▪ Internal neck protection attachment system</li><li>▪ Internal Yoke attachment system</li><li>▪ 4" internal elastic cummerbund [detachable]</li></ul>
<b>Options</b>	<ul style="list-style-type: none"><li>▪ Two Removable 6" x 10" auxiliary side ballistic panels</li><li>▪ Detachable Internal Yoke [shoulder, neck, throat] system</li><li>▪ Removable shoulder panel protection</li><li>▪ Detachable neck protection</li><li>▪ Detachable throat protection</li><li>▪ Detachable upper arm [bicep] protection</li><li>▪ Detachable femoral artery/groin protection</li><li>▪ Detachable pull down standard groin protection</li><li>▪ Internal Spacer-Mesh<sup>™</sup> padding system inserts</li><li>▪ A-PEC side chest protection inserts</li><li>▪ ID Patches [sheriff / police]</li><li>▪ 10" x 12" and 6" x 6" Type III / IV rifle plates</li></ul>



# **PROTECH<sup>®</sup>**

**T A C T I C A L**

*A Product of the Safariland<sup>™</sup> Company*

<b>Options (continued)</b>	<ul style="list-style-type: none"><li>▪ 5" x 8" and 7" x 9" IMPAC plates</li><li>▪ PROTECH TP tactical pouches</li><li>▪ Fire retardant Advanced Nomex<sup>®</sup> material</li></ul>
<b>Sizes</b>	S – 6XL
<b>Colors</b>	Black, Navy, Khaki, Tactical Green, Ranger Green, Universal Camo (ACU), Digital Woodland, Urban Digital Camo, Multi-Cam, A-TACS <sup>®</sup>