



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
1

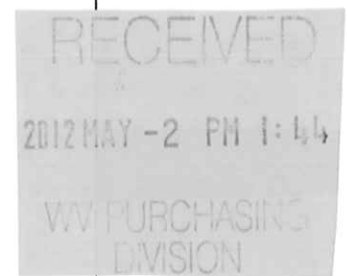
ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE
VENDOR: WV uniforms 6601 MacCorkle Ave SE Charleston, WV 25304

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

DATE PRINTED: 04/19/2012	TERMS OF SALE Net 30	SHIP VIA Best Way	FOB Destination	FREIGHT TERMS Prepaid
BID OPENING DATE: 05/03/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DIQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	LS		680-08		
POLICE PROTECTION EQUIPMENT						
***** THIS IS THE END OF RFQ DPS1237 ***** TOTAL: \$140,580.00						



SIGNATURE 		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 304-925-0305	DATE 05-01-2012
TITLE GM	FEIN 311239207	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.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).

EXHIBIT 10

REQUISITION NO.: DP51237

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.


.....
SIGNATUREWV uniforms
.....
COMPANY05-01-7-2012
.....
DATE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

WV Uniforms
6601 MacCorkle Ave SE
Charleston, WV 25304

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	Best Way	Destination	Prepaid

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

LINE	QUANTITY	UCP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-08		
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	TELEPHONE	DATE
	304-925-0305	05-01-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
BM	311239207	

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WV Uniforms

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BID OPENING DATE: 05/03/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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		TELEPHONE		DATE		
[Signature]		304-925-0305		05-01-2012		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
GM		311239207				

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WV uniforms

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25309 304-746-2141

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

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 01/17/2012						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Bm	311239207	05-01-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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WV Uniforms

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4124 KANAWHA TURNPIKE
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25309 304-746-2141

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04/05/2012						
BID OPENING DATE: 05/03/2012		BID OPENING TIME 01:30PM				
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<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 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>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 WHICH</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
G.M.		311239207		05-01-2012		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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RFQ COPY

WV uniforms

SHIP TO

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SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/05/2012				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
VENDOR PREFERENCE CERTIFICATE						
THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----TL/32-----						
RFQ. NO.:-----DPS1237-----						
BID OPENING DATE:-----05/03/2012-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
		05-01-2012	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
BM	311239207		

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

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WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV

25309

304-746-2141

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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: <i>MA</i>						
-----304-925-0305 3048-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----Tim Anderson-----						
***** THIS IS THE END OF RFQ DPS1237 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

311239207

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	\$ 3905. ⁰⁰	\$ 140,580. ⁰⁰
Bidder / Vendor Information:			
Company Name: <u>WV Uniforms</u>			
Address: <u>1660 MacCorkle Ave SE</u> <u>Charleston, WV 25304</u>			
Phone No.: <u>304-925-0305</u>			
Fax No.: <u>304-925-3648</u>			
Contract Coordinator Information:			
Name: <u>Tim Anderson</u>			
Phone#: <u>304-925-0305</u>			
Email Address: <u>tanderson@feehheimer.com</u>			
Authorized Signature: 			
NOTE: Estimated quantities are for bidding and evaluation purposes only - not a guaranteed order quantity - more or less may be purchased			

Oversize Charge of \$100.00 Applies to sizes 2x1 & greater.

RFQ No. DP51237STATE 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.

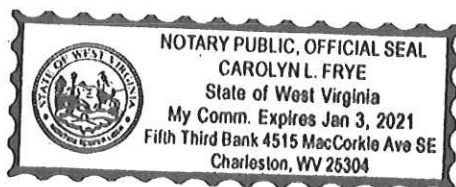
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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 SIGNATUREVendor's Name: WEST VIRGINIA UNIFORMSAuthorized Signature: [Signature] Date: 4/24/12State of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 24th day of April, 2012My Commission expires 01/03, 2021

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 12/15/09)

Rev. 09/08

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.

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: WV Uniforms

Signed: [Signature]

Date: 05-01-2012

Title: GM

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



**SM01 (Type IIIA)
Bid Specification**

1. Scope:

The scope of this product specification provides information relating to the PROTECH® SM01 (Type IIIA) Model (NIJ Model # BA-3A00S-SM01) that is compliant with National Institute of Justice (NIJ) Standard 0101.06 Ballistic Resistance of Personal Body Armor for Type IIIA classification and manufactured by Safariland™.

2. Research & Development and Manufacturing:

The manufacturer (Safariland™) of the armor model, as listed on the NIJ's Compliant Product List (CPL), solely performs the research, development, and manufacturing capabilities described below. Other manufacturers of armor models listed on the CPL that have outsourced similar capabilities shall be deemed as inferior.

Capabilities	Internal	Out Sourced
Soft Armor Research and Development	X	
Hard Armor Research and Development	X	
Soft and Hard Armor Ballistic, Stab and Fragmentation Testing	X	
Soft and Hard Armor Non-Destructive and Destructive Testing	X	
Carrier Research and Development	X	
Domestic Soft and Hard Armor Manufacturing Facilities	X	
Domestic and International Carrier Manufacturing Facilities	X	

3. Armor Design (Construction):

The PROTECH® SM01 (Type IIIA) model has the following armor design characteristics:

Feature(s)	Definition(s)	Benefit(s)
Hybrid Technology	The use of multiple types of ballistic, stab, fragmentation and blunt trauma resistant materials in an armor design.	Provides the perfect balance between blunt trauma reduction and ballistic resistance against a wide array of bullets.
Felted Aramid - Tex Tech Core Matrix Technology™	The use of Tex Tech Core Matrix Technology™ products made from multiple layers of woven Aramid fabrics fused together through a needle felting process to form a three-dimensional core of material.	Provides reduction in blunt trauma, with increased ballistic and fragmentation resistance. Creates a uniform reinforced structure on a microscopic scale across the entire armor panel with a high degree of flexibility.
Unidirectional Aramid Fiber Gold Shield® - GN-2117	Honeywell's latest addition to the Gold family of soft armor products. Gold Shield® GN-2117 combines Honeywell's patented Shield technology with aramid fiber. Gold Shield® GN-2117 is a ballistic product consisting of two plies of unidirectional aramid fiber, cross-plyed at 0°/90°.	Gold Shield® GN-2117 provides strong protection against the NIJ .06 threats and alternate threats. It has excellent fragmentation protection as well as substantial reduction of blunt trauma in a ballistic event. Gold Shield® GN-2117 was designed for increased flexibility and comfort.
Advanced Stitching (Single Perimeter)	The use of a single ballistic stitch pattern along the entire perimeter of the armor panel.	Provides a reinforced area along the perimeter of the armor panel for increased performance during edge shots.
Advanced Stitching ("X")	The use of a "X" ballistic stitch pattern extending diagonal from the shoulders to the sides of the lower torso area of the armor panel.	Provides four reinforced quadrants in the armor panel for increased ballistic resistance and reduced blunt trauma. In addition, reduces impact movement and increases impact recovery following a ballistic event.

3. Armor Design (Construction) – continued:

Feature(s)	Definition(s)	Benefit(s)
Grip Loc™ Integrated Suspension System	The use of adhesive tabs sewn to the armor panel that adheres to the interior of the cover material. In addition, Velcro® Hook Tabs are adhered to the exterior of the cover material for added support.	This provides an integrated suspension system that transfers the weight of the armor panel through the cover material and carrier to the shoulder straps. The suspension system prevents the armor panel from bunching at/on the bottom of the carrier and forming horizontal set wrinkles, therefore, increasing the life cycle of the ballistics and adding additional protection in a ballistic event.
Water resistant Cover with Heat Sealed Edges	The use of a Brookwood 70 Denier nylon blockade with TPU lamination system that has a hydrostatic resistance (ASTM-D 751) minimum of 120 pounds per square inch (PSI) to burst and breakaway adhesion (ASTM-D 5035) minimum of 25 pounds per inch (lbs/in). Armor panel has edges heat-sealed through a son bond process with a minimum of a .25" wide seal.	Provides a durable protective cover around the armor panels that resists environmental contaminate(s).

4. Armor Design (Ballistic Performance):

The PROTECH® SM01 (Type IIIA) has the following performance characteristics as documented through a combination of NIJ Body Armor Compliance Testing Summary Reports, Independent NIJ Laboratory Testing Reports, and internal Safariland™ Ballistic Laboratory Testing:

Feature(s)	Data
Areal Density (lbs. per square foot)	1.15 (lbs ft ²)
Thickness (inches)	0.352 (in)
.357 SIG estimated V-50 (New) (feet per second)	1909 (fps)
.357 SIG estimated velocity with 95 % probability of stop V-05 (New) (feet per second)	1759 (fps)
.357 SIG probability of perforation at P-BFS (New) (percentage)	0.00 (%)
.357 SIG average back face signature (New) (millimeters)	27.58 (mm)
.44 Magnum estimated V50 (New) (feet per second)	1716 (fps)
.44 Magnum estimated velocity of 95% probability of stop V-05 (New) (feet per second)	1557 (fps)
.44 Magnum probability of perforation at P-BFS (New) (percentage)	0.5 (%)
.44 Magnum average back face signature (New) (millimeters)	39.54 (mm)
.357 SIG estimated V-50 (conditioned) (feet per second)	1817 (fps)
.44 Magnum estimated V-50 (conditioned) (feet per second)	1630 (fps)
Independent NIJ Laboratory Special Threat Testing – 6 Shot Perforation – Back face Signature (P-BFS)	<ul style="list-style-type: none"> • Speer 357 Sig 125 Gr. GDHP • Winchester 9 mm 127 Gr. SXT +P+ • Winchester .40 Cal 165 Gr. SXT • Federal .40 S&W 155 Gr. Tactical HP • 7.62 x 25 85 Gr. Tokarev (Romanian) • Federal 9mm 100 Gr. CQT <p>Special Test Specification:</p> <ul style="list-style-type: none"> • 9mm 124 Gr. FMJ (Tested Dry/Hot/Cold/Wet) • 357 Sig 125 Gr. TMJ (Tested Dry/Hot/Cold/Wet) • 9mm 127gr. SXT (Tested Dry) • .40 S&W 165 gr. GDHP (Tested Dry) • Mil Std 662F (Hanging using air/hydraulic frame and clamps) (wet) – <ul style="list-style-type: none"> ◦ 2 Gr. RCC – V50 2805 fps ◦ 4 Gr. RCC – V50 2607 fps ◦ 16 Gr. RCC – V50 2155 fps ◦ 17 Gr., .22 Cal FSP – V50 2065 fps ◦ 64 Gr. RCC – V50 1793 fps • Mil STD 662F (Tested on Clay) – <ul style="list-style-type: none"> ◦ 2 Gr. RCC, ◦ 4 Gr. RCC, ◦ 16 Gr. RCC, ◦ 64 Gr. RCC

28 October 2011

EXPORT CONTROLLED DATA.

Rev. 3

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

SAFARILAND

Feature(s)	Data
Independent NIJ Laboratory Special Threat Testing – 6 Shot Perforation – Back face Signature (P-BFS) Continued:	Special Test Specification: <ul style="list-style-type: none"> • Speer .357 SIG 125 gr. GDHP • Federal .40 S&W 155gr. Tactical HP • 9mm 124 gr. GDHP • .40 S&W 180gr. HST

5. Availability:

The PROTECH[®] SM01 (Type IIIA) model is available in accordance with the NIJ Compliance Product List (CPL) as follows:

Classification(s)	Current Status
NIJ Template Size Availability	NIJ C-1 through NIJ C-5
Gender Neutral Armor Model Design Availability	Yes
Gender Specific Shape and Grade for Male(s) Availability	Yes
Gender Specific Shape and Grade for Female(s) Availability	Yes

6. Support Programs:

Classification(s)	Current Status
Warranty	5 Years
Quality Assurance Program(s)	ISO 9001 / Vest Check Program
Safety Assurance Program(s)	OHSAS 18001
Environmental Assurance Program(s)	ISO 14001
Liability Insurance	Information Available Upon Request



TITAN

STANDARD FEATURES

- 1 360° 1 inch web attachment platform
- 2 External front and back, dual 8" x 10" and 10" x 12" plate pockets
- ✓ 3 External, top-loading 12" x 8.5" auxiliary (dump) pouch to provide storage and easy access to mission specific equipment
- 4 Hidden, integrated dual wire channel to secure wires
- 5 Built-in mic tabs
- 6 Reinforced, heavy-duty rescue strap
- 7 Front and back Velcro® ID attachment platforms
- 8 Removable shoulder-mounted D-rings for weapon sling
- 9 Pull-down groin attachment system for standard ballistic groin
- 10 Upper arm (biceps) protection attachment system
- 11 Adjustable, dual weapon retention pads
- Integrated Grip-Lok™ Suspension System to secure NIJ Type IIIA ballistic panels
- ✓ • Adjustable, internal cummerbund controls front and back platform during tactical maneuvers
- Adjustable side closure system which accepts optional 6" x 10" side ballistic panels and allows for the insertion of 6" x 6" mini-side plates
- ✓ • Rugged 1,000-denier Cordura® exterior material for long-lasting wear
- Comfortable, diamond Ripstop nylon interior carrier material with Spacer-Mesh™ attachment system
- Available Colors: Black, Tactical Green, Digital Woodland, Navy, Ranger Green, Khaki, MultiCam, Digital Urban Camo, ACU and A-TACS®



OPTIONAL FEATURES

- Detachable internal ballistic yoke system (shoulder, neck and throat)
- Detachable ballistic shoulder inserts
- Detachable ballistic throat
- Detachable ballistic collar
- Detachable ballistic upper arm (biceps) protection
- Detachable 6" x 10" side ballistic panels
- Detachable Spacer-Mesh™ frame inserts for increased comfort and enhanced airflow
- Detachable enhanced, diamond-shaped groin protection
- Detachable A-PEC Side Chest Protection inserts for enhanced pectoral protection and a more comfortable fit
- Type III & IV rifle threat plates for upgraded protection (10" x 12", 8" x 10" and 6" x 6" mini-side plates)
- Full line of MOLLE tactical pouches for all missions and vest configurations
- Sheriff and Police detachable ID patches

BALLISTIC PACKAGES

PROTECH offers a selection of ballistic packages to compliment the Titan. Choose between the BR01, Type IIIA, one of our most robust performance packages or the SM01 Type IIIA for optimum performance and flexibility.

Model Name	NIJ Standard	NIJ Model #	NIJ Classification	Areal Density	Thickness	V50 (357 Sig)	V50 (.44 Mag)	Armor Materials	Armor Constructions	Panel Covering
PROTECH SM01	0101.06 Compliant	BA-3400S SM01	Type IIIA	1.15	0.352	1939	1716	Core Matrix Technology™ felted aramids, Gold Shield® unidirectional aramid shields	Perimeter stitching	2 ply, 70 Denier Textured Nylon Blockade with TPU lamination system
PROTECH BR01	0101.06 Compliant	BA-3400S BR01	Type IIIA	1.12	0.331	1789	1687	Twaron® Micro/aramids woven aramids, Gold Shield® unidirectional aramid shields	Advanced Perimeter and X stitching, horizontal and vertical overlapping Geometric® Technologies, Curv® Solid Technology	2 ply, 70 Denier Textured Nylon Blockade with TPU lamination system
Special Threat Testing (Independent NIJ Laboratory)			Win 9mm Luger +P+, 127 Gr JHP "T" Series; Speer 357 S&W 125 Gr G&HP; 7.62mm x 25mm 85 Gr Tokarev Romanian; Win. 40 S&W 165 Gr JHP "T" Series; Federal 9mm Luger 100 Gr Close Quarter Training (COT) Frangible; Federal .40 S&W Tactical Bonded 155 Gr Tactical HP; 2 Gr RCC, 4 Gr RCC, 16 Gr RCC Fragmentation Testing; DEA Protocol Testing							



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