



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
DPS0731

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR

GALL'S INC.
 2680 PALUMBO DRIVE
 LEXINGTON, KY 40509

SHIP TO

WEST VIRGINIA STATE POLICE

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

Carol Woodyard

DATE PRINTED 02/20/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/08/2007	BID OPENING TIME 01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-08		
<p align="center">REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN OPEN-END CONTRACT FOR BULLIT RESISTANT BODY ARMOR.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS / BID FORM 2. AFFIDAVIT</p> <p>THIS CONTRACT MAY BE USED BY ALL AUTHORIZED STATE, COUNTY, AND CITY AGENCIES SO LONG AS THE WV STATE POLICE RECEIVE ORDERS ON TIME AS STATED.</p> <p>SAMPLES: THE WV STATE POLICE RESERVES THE RIGHT TO REQUEST SAMPLES TO BE SUBMITTED FOR EVALUATION PURPOSES. THE COST OF DELIVERY AND PICK UP WILL BE THE RESPONSIBILITY OF THE VENDOR.</p> <p>VENDOR'S BIDDING AN EQUAL SHALL PROVIDE SPECIFICATION DOCUMENTATION, COLORED BROCHURES, AND TEST INFORMATION WITH THEIR BID.</p> <p align="right">RECEIVED 2007 MAR -8 A 9:32 PURCHASING DIVISION STATE OF WV</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						
EXHIBIT 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Doug Watts</i>	TELEPHONE 800-876-4242 x2346	DATE 3/6/07
TITLE <i>Sales Rep.</i>	FEIN 20-3545989	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 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</p>						

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<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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. 04/11/2001 VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND</p>						

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<p>HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A</p>						

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<i>Doug Watts</i>	800-876-4242 x 2346	3-6-07
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<p>NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>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</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Doug Watts</i>	800-876-4242 x 2346	3-6-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Sales Rep.</i>	20-3545989	

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<p>TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Galls</u></p> <p>DATE: <u>3/6/07</u></p> <p>SIGNED: <u>Doug Watts</u></p> <p>TITLE: <u>Sales Representative</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Doug Watts</u>	TELEPHONE <u>800-876-4242 x2346</u>	DATE <u>3-6-07</u>
TITLE <u>Sales Rep.</u>	FEIN <u>20-3545989</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:			JOHN ABBOTT-----		
	RFQ. NO.:			DPS0731-----		
	BID OPENING DATE:			03/08/2007-----		
	BID OPENING TIME:			1:30 PM-----		
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
				877-914-2557-----		
	CONTACT PERSON (PLEASE PRINT CLEARLY):					
				Doug Watts-----		
	***** THIS IS THE END OF RFQ DPS0731 ***** TOTAL: _____					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Doug Watts</i>	TELEPHONE 800-876-4242 x 2346	DATE 3-6-07
TITLE <i>Sales Rep.</i>	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 Purchasing Division and pay the \$125.00 registration fee.

GENERAL:

The WV State Police desire to purchase American Body Armor model XHP-III A or Equal. This armor has been reviewed by members of the WV State Police Special Response Team and K-9 Units. These members found this vest to meet the minimum specifications of the PACA vest and other vest previously utilized by the department. The aforementioned vest had a higher comfort level which is extremely important to encourage members to wear the vest. Members wearing their vest for their entire shift shall be comfortable, and vest shall not irritate the body in any way.

SCOPE:

Vest is intended for the use by male and female officers of the agency. The vest shall be worn comfortably while being concealed under a uniform shirt. Vest shall protect against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vest with applicable options and colors as ordered for male or female officers.

Vest shall be certified under the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor Threat Level 3A. Bids based on body armor models made by manufacturers other than American Body Armor must be clearly identified as such; those bidders must 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 with their bid. **Bidders failing to submit this supporting documentation shall be rejected from the bid process.**

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

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

be rejected. Vendors must provide test results of any and all rounds that exceed NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. This NIJ abbreviated testing is commonly known as "Special Threat" testing, testing of such rounds must be conducted by an NIJ approved laboratory.

APPLICABLE DOCUMENTS:

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

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

PURCHASE REQUIREMENTS:

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

SPECIFIC QUANTITY

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

DESIGN REQUIREMENTS:

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

The soft body armor shall be designed to provide:

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

GENERAL DESIGN:

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

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

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain 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 area shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of a motor vehicle.

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

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

Each piece of soft body armor shall include the following:

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

OPTIONS:

The following will be optional equipment that can be purchased:

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

BALLISTIC PANEL MATERIALS

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

PANEL CONSTRUCTION:

The ballistic panels shall be constructed of a matrix of two or more of the following: Twaron, gold RS, and Dyneema. There shall be no stitching completely through the entire ballistic panel(s) with the exception to 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	.97 lbs. sq. ft.	.18 inches

BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 Test reports for the vest being offered. The V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ 2005 Interim Requirement for Bullet Resistant Body Armor 9mm 124 grain FMJ test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement technology Center (NLETC) for testing in accordance with NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. Models grandfathered into compliance with the NIJ 2005 Requirement will be rejected. The vest must be tested under protocol

contained in the new NIJ 2005 Interim Requirement for Bullet resistant Body Armor. The V50 test shall be against clay backing. V-50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing. Failure to provide certification shall be cause for rejection.

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

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

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

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

Relative Performance Index (RPI)

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

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

Trauma Performance (BFS)

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

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

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

LABELING

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

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

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

BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% 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 2005 Interim Requirement for Bullet Resistant Body Armor. Procedures for lot testing of incoming raw materials and in process samples must be incorporated into the quality control system. All incoming ballistic material shall undergo V-50 ballistic lot test in accordance with MIL-STD-662. Every vest panel manufactures shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

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

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

SERIAL NUMBERS

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

LOT TESTING

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

MEASUREMENT AND FITTING

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

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

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

FIT AND ALTERATION POLICY

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

PRODUCT LIABILITY INSURANCE

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

WARRANTY

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

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

REMOVABLE COVERS:

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

PACKAGING

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

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

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

DOCUMENTATION

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

1. Models must be clearly identified and shall include:
 - a. Full product description
 - b. Complete bid sample, male and female
 - c. Drawings and/or photographs
 - d. Technical specifications
2. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
3. Compliance with NIJ 2005 Interim Requirement for bullet Resistant Body Armor and test reports from an accredited laboratory for the vest being certified under the NIJ 2005 Interim Requirement and not grandfather in under earlier standards.
 - a. Any ballistic rounds tested above and beyond the required NIJ 2005 Interim Requirement for Bullet Resistant body Armor standard for requested threat level requires a report from a NIJ Certified Laboratory. Any Bidder that does not provide such documentation at the time of the bid 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 package warranty
- 11. Documentation stating a 12-month cover warranty
- 12. ISO-9001 Certificate

END OF SPECIFICATIONS & REQUIREMENTS:

COST

One (1) complete set of body armor including:

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

BP371
 Total Cost per unit: Galls Gold Microfiber \$ 430
 IIIA

size 2X + 10% - \$470
 size 3X + 20% - \$510
 size 4X + 30% - \$550

Optional Equipment:

Cool Max Tee shirt TS334 ----- \$ 13.82

Additional Akwadnye Comfort Mesh
 Removable outer carrier BP294 ----- \$ 55.42

Quilted outer carrier-----20290-----\$ 106.15

Tactical outer carrier-----BP166 w/ Title-----\$ 83.41

END OF PRICING:

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor’s Name: Galls

Authorized Signature: Doug Watts Date: 3/6/07

GALLS GOLD MICROFIBER
Made by Point Blank PB-LEGPRO-III-A-10





Technical Specifications

PB-LEGPRO-III A-10

Level IIIA

Concealable Armor

Model	<i>PB-LEGPRO-III A-10</i>
Ballistic Material	Twaron LFT® fabric - Gold Flex UD - Dyneema SB-31 UD
NIJ Level	IIIA
Weight	15.0 Oz. / .94 lbs. Sq. Ft.
Thickness	.190 inches
V50 9mm	1863 fps
Certification BFS Avg. - 9mm	29 mm
Certification BFS Avg. - 44 Mag.	39 mm

SPECIFICATIONS



For Purchase of Soft Body Armor Legacy Armor Series Model PB-LEGPRO-III A-13 NIJ 0101.04 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 vests shall be worn comfortably while being concealed under a shirt. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.

The concealable body armor shall be the Point Blank Body Armor Model PB-LEGPRO-III A-13 for NIJ 0101.04 Threat Level IIIA. Bids based on body armor models made by manufacturers other than Point Blank 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 Technology Center (NLETC), and found to comply with the requirements of NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor, June 2001 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-0101.04, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test For Armor
4. ASTM D 6193, Standard Practices for Stitches and Seams.
5. ANSI/ASQC - Q9000 Quality Standard, dated August 1, 1994

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 protection against the labeled projectiles in accordance with the NIJ Standard 0101.04.

8. GENERAL DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing Teijin High Performance materials, Honeywell High Performance materials and DSM High Performance Materials. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ 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.

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two Neoprene® elastic shoulder straps at the shoulders and four removable 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 conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

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 shoulder strap suspension system
2. One (1) complete SS1 Super-Suede Micro-Fiber - Body Sensor™ comfort mesh washable carrier.
3. One (1) Trauma Reduction insert.

9. OPTIONS

1. Cool Max® Tee Shirt.
2. Replaceable adjustable straps.

3. Additional carrier – SS1 Super-Suede Micro-Fiber - Body Sensor™ comfort Mesh
4. Quilted outer carrier.
5. R20-D tactical outer carrier.

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of Teijin Twaron LFT® fabric, Gold Flex UD and Dyneema SB-31 UD. 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 Teijin Twaron LFT® fabric, Gold Flex UD and Dyneema SB-31 UD ballistic material.

11. 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 15.0 oz. (.94 lbs.) per square foot for NIJ level IIIA.

12. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.04 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 0101.04. The V 50 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 for a 15.0 oz. (.94 lbs.) per square foot test sample.

Bullet	<u>9mm</u>
	1863 fps

Bid submissions, which do not include required V50 reports shall be rejected.

Trauma Performance (BFS)

Blunt trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature (BFS) results of the NIJ 1010.04 certification test reports shall reflect BFS no higher than:

<i>Bullet</i>	<u>9mm</u>	<u>44 Mag.</u>
Male avg. wet testing	29 mm	39 mm

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

13. LABELING

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

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ-STD-0101.04
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% 200 denier, type 6.6 nylon treated for fabric protection and water repellency with a minimum pick count of 60 X 50 and a nominal weight of 3 oz. Per Sq. Yard. The material shall have no visible fabric or color flaws.

15. VEST OUTER CARRIER MATERIAL

Removable Carrier- Body Sensor™ comfort Mesh - Poly/Cotton

The outer machine washable carrier shall be removable from the ballistic panels for laundering and shall consist of Body Sensor™ comfort mesh on the body side and poly/cotton blend on the exterior. The body side shall be manufactured from 100% Body Sensor™ comfort mesh. **No substitutes accepted.** The percent of moisture regain must be less than 1% into fiber and must have high moisture transport properties. Fabric must be capable of releasing moisture without absorption, allowing for higher evaporative cooling and faster drying taking place, resulting in a less clammy feel to wearer. Moisture transmitted must not inhibit breathability.

Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrink-

age. The outer side of the carrier shall be manufactured from first quality 65% polyester/35% cotton and shall not weigh over .56 oz. per square foot, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The manufacturer must maintain a 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 0101.04. 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. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

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

17. 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.

18. 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 a clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

19. MEASUREMENTS AND FITTING:

Custom Measuring

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.

20. 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.

21. PRE-AWARD AND RETEST POLICY

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

Point Blank Body Armor Inc. encourages valid body armor testing for the purpose of acceptance testing, confirmation of required performance, and used body armor evaluations. For these purposes, Point Blank body Armor will only recognize properly performed V-50 Ballistic Limit Testing in strict accordance with MIL-STD-662F. Testing shall be performed at an NIJ approved ballistic test laboratory. The test projectiles shall be those used in the NIJ Standard 0101.04 for the treat level armor being tested.

The Probable Ballistic Limit (V50) test shall be conducted on a complete vest. The V50 shall be calculated on ten fair hits, with five shots on the front panel and five shots on the back panel. If required, up to 12 shots, 6 in each panel may be used to obtain the V50 value. If the range of mixed results exceeds 125 feet per second (38 meters per second) or if the V50 cannot be determined in 12 shots, the test will be considered invalid. Shot placement shall be in accordance with MIL-STD-662F except that no shot may be within three (3) inches of any edge or two (2) inches from any other ballistic impact. Panels shall be shot against clay armor backing material, which has been conditioned in accordance with NIJ Standard 0101.04.

Prior to each shot, the panel will be placed flat against the clay backing material. The sample size shall be size 46/48 or larger for male vest and size 42/44 or larger for female vest. For acceptance testing, vest samples shall be **new and in unused condition**.

For each NIJ ammunition type for a particular level, the V50 Ballistic Limits shall be no lower than the allowable highest NIJ test velocity for that class of armor. In addition there shall be no complete penetration lower than the highest NIJ test velocity for that class of armor.

22. PRODUCT LIABILITY INSURANCE

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

23. WARRANTY

Ballistic Panels: For five (5) years from date of purchase the manufacturer warrants the ballistic panels against manufacturing defects. The alteration of ballistic panels in any way shall void the warranty.

Removable Covers: Removable machine washable covers shall be warranted for twenty-four (24) months after the date of purchase against manufacturing defects.

24. 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.

25. 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 Point Blank 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 0101.04 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.
 - b. V50 test reports must be submitted for incoming materials, which are utilized in the ballistic package.
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 \$20,000,000.
 7. Documentation stating a 5-year ballistic package warranty.
 8. Documentation stating a 24-month outer-shell cover warranty.

Revised: April 4, 2004
Printed: February 28, 2007



What Can Galls Provide for You?

SERVICE

- **Managed Account Representative** – Having a personal representative for your department means dealing with only one person that handles the account...*eliminating being passed around to sales reps that have no idea about your needs!*
- **Customer Service Department** – Over 7,500 customers call our catalog call center daily! Galls leads the industry in being available seven (7) days week, 7 am – 12 am Monday thru Friday, and 9 am – 9 pm Saturday and Sunday. Emergency orders can be taken even when account representatives are not available.
- **Internet Capabilities** – Galls provides internet ordering capabilities with our user friendly website, www.galls.com. Nearly 30,000 people visit our site daily! Galls.com offers an industry leading, online education system called Galls University. We also offer internet ordering solutions for a large departments.
- **Shipping Capabilities** – Galls has over \$25 million of in-stock inventory in our 350,000 sq. ft. warehouse. We ship over 4,000 orders daily and have the ability to ship in-stock items out same day and delivered the following day!
- **Customization Capabilities** – Galls offers custom embroidery, emblems, free hemming, and various alteration abilities. These services are handled *in-house*, and can be done faster than our competition.
- **Return Policy** – Galls has a *No-Hassle Guarantee* return policy. Your complete satisfaction is important to us. Without it, we couldn't stay in business. If you aren't satisfied with a newly purchased item, simply return it to us so we can repair it, replace it or refund your money.

REPUTATION

With our award-winning catalog, convenient online ordering, dedicated sales reps, 7 retail stores, and our showroom centrally located in Lexington, KY, we're always here right when you need us. Each year, over one million men and women trust us to supply their essential gear and supplies. With over 40 years in the industry, it's easy to see why. Simply put, we are THE Authority in Public Safety.

What Can Galls Provide for WV State Police?

BALLISTIC VEST ORDER

- **Sizing and Fitting Capabilities** – Galls facilitates large department sizing needs by sending a team of experienced sales reps and local manufacturer's reps to the department for the initial measurement process and disbursement of the ballistic vests.
- **Sizing Samples** – In addition to measuring the individuals, sizing sample vests can be provided to ensure proper sizing. This will help eliminate exchanges and narrow down what vests need to be custom ordered. At the end of the fitting process, these vests can be requested by the department to use for any subsequent fittings.
- **In-Stock Size Availability** – Inventory on the Galls Gold Level IIIA vest (BP371) is maintained in large quantities, per in-stock sizes (medium - extra large, regular or long). Having available on-hand inventory helps alleviate long lead times on larger orders. Also, in-stock availability on tactical outer shells (BP166) are kept in similar quantities and usually ready to ship *same day*.
- **Records Management** – Galls offers record keeping of the vests sold to the department. The account manager can record the officers' names, sizes, dates sold, and serial numbers of the vests purchased. This information will be kept for the department to use for records and forwarded to our Grant Coordinator to help in uncovering any grant money for the department. We'll make the department's job easier in keeping track of their officers' vests!
- **Service** – Having an account manager means one person taking care of the State Police's needs, and multiple support capabilities in the background...*customer service, internet service, in-house customization, and ready-to-ship inventory.*
- **Galls and Point Blank Body Armor** – Galls prides itself in serving over one million men and women for their supply and clothing needs for more than 40 years. Galls is also proud in its partnership with Point Blank Body Armor to supply our ballistic vest line. Since 1973, Point Blank has been the leading innovator of new products and designs engineered to maximize ballistic protection. Point Blank is recognized as the world's leading manufacturer of Concealable, Tactical, Corrections, Government & Military body armor. Galls is confident to serve the law enforcement community with ballistic vests manufactured by Point Blank.

Galls Gold Ballistic Vest Reference

1. Brownsville Police Dept.
Contact- Eddie Garcia- 956-548-7130
600 E Jackson
Brownsville, TX 78520
2. Etowah Cnty Sheriff
Contact- Chief Scott Hassell – 256-549-1444
827 Forrest Ave
Gadsden, AL 35901
3. Webb County Sheriff.
Contact- Tony Winterroth- 956-523-4519
902 Victoria
Laredo, TX 78040
4. Lubbock Police Dept..
Contact- Janci Wilson- 806-775-2756
601 N Loraine
Midland, TX 79701
5. Ector County Sheriff
Contact- Debbie Miller- 432-335-3552
2500 US HWY 385 S
Odessa, TX 79768
6. Tioga County Sheriff Office N.Y. (146 officers)
Roy Schreiner - Quartermaster
607-687-8463
7. Town of Lloyd Police N.Y.
Chief David Ackert
(845) 691-6586
8. City of Auburn Police, NY (70 officers) –
Chief Gary Giannotta and Officer Mike Roden (Training),
(315) 255-4744
9. Genesee County Sheriff's Office (75 officers) –
Sgt. William Scott (Quartermaster),
(585) 344-2550 ext. 2472
10. City of Ithaca Police (86 officers) –
Investigator Jeff Huddle (PBA and training),
(607) 272-9973 ext. 330

11. Frederick Cnty Sheriff Dept
Capt Lou Vanmeter
(540)662-6168

PRODUCT EQUIVALENCY

GALLS GOLD MICROFIBER BP371

Ballistic Material Twaron LFT-Gold
FlexUD – Dyneema SB-31 UD

Threat Level IIIA

Maximum Weight .94 lbs. sq. ft.

Thickness .190

V50 9mm 1863 fps

Certification BFS Avg. – 9mm 29 mm

Certification BFS Avg.-44 mag 39mm

ABA XHP-III

Ballistic Material Twaron, Gold RS, Dyneema

Threat Level IIIA

Maximum Weight .97 lbs sq ft

Thickness .180

V50 9mm 1816 fps

Certification BFS Avg.-9mm 28 mm

Certification BFS Avg. 44 mag 42 mm

Key Points:

1. Galls Gold Microfiber IIIA vests (BP371) has a **higher V50** rating... making the vest **SAFER!**
2. Vest offers full, **extended** side coverage, and is deigned w/ six (6) point strap system to ensure proper fit, **comfort** and protection
3. Ballistic panels' aerial density weight is *less* than ABA Extreme HP w/ weight of **.94 ft/ sq. ft.** which makes the Galls Gold **lighter** and *more comfortable* to wear
4. Ballistic panels offer same thinness
5. Ballistic fibers are *same* fibers used as ABA Extreme HP
6. Ballistic fibers are encased in rip-stop nylon casing that ensures protection from material degradation
7. Galls offers full 5 year ballistic panel warranty
8. Inner carrier is made of anti-microbial microfiber material that protects against odor, mold and wicks moisture (ensuring comfort)
9. Galls offers **SERVICE...** see attached document "**What Can Galls Do for You?**" and "**What Can Galls Provide for WV State Police?**"

GALLS GOLD MICROFIBER.
Made by Point Blank PB-LEGPRO-III A-10



- 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 package warranty
- 11. Documentation stating a 12-month cover warranty
- 12. ISO-9001 Certificate

END OF SPECIFICATIONS & REQUIREMENTS:

COST

One (1) complete set of body armor including:

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

BP371
 Total Cost per unit: Galls Gold Microfiber \$ 430
 IIIA

size 2X + 10% - \$470
 size 3X + 20% - \$510
 size 4X + 30% - \$550

Optional Equipment:

Cool Max Tee shirt TS334 ----- \$ 13.82

Additional Akwadnye Comfort Mesh
 Removable outer carrier BP294 ----- \$ 55.42

Quilted outer carrier-----\$ 106.15

Tactical outer carrier *BP166*-----\$ 83.41

END OF PRICING:

w/ Title