

**FORCEONE**  
ADVANCED BALLISTIC PROTECTION

WWW.FORCEONEARMOR.COM

**703-521-0273**

**FAX: 703-521-6060**

**JSUTYAK@FORCEONEARMOR.COM**

TO:	John Abbott	FROM:	JENNIFER SUTYAK
COMPANY:	State of WV	DATE:	3-8-07
FAX NUMBER:	304-558-2306	TOTAL NO. OF PAGES INCLUDING COVER:	<del>30</del> 33
PHONE NUMBER:		RE:	Body Armor Bid

- Urgent     
  For Review     
  Please Comment     
  Order

NOTES/COMMENTS:

John -  
 Please see attached for our Bid Proposal for Ballistic Body Armor. I look forward to hearing from you soon. - This is our second Bid proposal for a different level 3A.

Thanks,

*Jennifer Sutyak*

Jennifer Sutyak  
 Government Programs Manager  
 ForceOne, LLC.

RECEIVED  
 2007 MAR -8 A 11: 31  
 PURCHASING DIVISION  
 STATE OF WV



## PRODUCT SPECIFICATION AXIOM Level IIIA Concealable Vest

### I. SCOPE

This purchase description document establishes the design, fabrication, quality assurance, and delivery requirements for concealable bullet-resistant garments. It describes a lightweight, small arms protective undergarment having removable front and back torso bullet-resistant inserts.

### II. CONFIGURATION

#### 2.1 General Design Description

The overall design of the vest shall be a modified undershirt type. The vest shall be of a slipover construction and shall be adjustable in the chest, waist, and shoulders. The vest shall be in two (2) parts: an outer shell (carrier) and snug fitting inserts comprising the bullet-resistant component (ballistic panel). The ballistic component must be removable to enable laundering of the outer shell (carrier).

The carrier shall employ the 6 Point Strap System. It shall consist of six straps: 2 elastic straps for the shoulder and 4 elastic straps for the waist. All hook fasteners shall be completely covered by straps and attached with a reinforced box stitch. The two waist straps shall have hook closures on each end. The straps shall hold the vest to keep even tension on the front and rear ballistic panels and provide the wearer with a comfortable level of mild back support. The shoulder straps shall be constructed from an elastic material and sized to prevent the shoulder straps from stretching and not to put tension on the wearer's shoulder area.

All carriers shall have tails to assist in preventing the vest from riding up. Tails shall be double thickness and top-stitched; and shall be made of **DRI-LEX® Fantasia** moisture wicking material. To prevent the ballistic panels from separating from the carrier under the high impact forces of a bullet, the inside of the carrier shall employ an envelope type closure with a minimum two (2") overlap.



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The neck cutout shall be relieved so that the vest is not visible at the open throat of the uniform shirt on a standing police officer when the collar is unbuttoned and without a tie. The vest shall be sufficiently relieved in the arm opening so as not to restrict the police officer's movements when driving a car or in the combat-pistol-firing stance with a two-hand grip. Relief under the arms shall be such that the vest does not ride up and chafe the wearer under the arms. All ballistic panels shall be graded with upper and lower panel grading to assure a proper fit in the chest and waist area.

### 2.2 Extended Coverage Style

The Extended Coverage style shall provide front, back and side protection with no more than a one-inch (1") gap on the sides. The vest shall wrap from both the front and back and meet to the rear of the midpoint of the wearer's sides. This style of garment is designed to butt and will give the wearer maximum comfort during extended wear. If an overlap is desired, sizing specification can be altered.

### 2.3 Contour Style

The Contour style shall provide front, back and partial side protection with an opening on the sides. The vest shall wrap from the front to the back with the gap to the rear of the wearer's body.

### 2.4 Female

Ballistic carriers must be designed to contain ballistic components that have allowances for bust configuration using the butterfly bust design. The vests must be designed with the maximum comfort for the Female. Female vests shall contain one-piece ballistics with no folding, cutting, or darting of ballistic layers. Female vests must be available in extended and contour coverage styles as outlined in paragraphs 2.2 and 2.3 above.



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### 2.5 Trauma Insert

All vests shall have a standard trauma reducing insert, size 5" x 8" (size permitting). This insert, when used in conjunction with the ballistic component, will aid in reducing the effects of trauma from higher energy handgun threats. Optional sizes available subject to ballistic panel size.

### 2.6 Optional Carriers

- 2.6.1 Deluxe *Pro-Mesh™* Carrier
- 2.6.2 Premium *Comfort Cooler™* Carrier
- 2.6.3 Tactical Outer Shell

### 2.7 Sizes

Vests are to be custom fit to the individual wearer in accordance with generally accepted sizing practices. Manufacturer shall have a minimum of eighty-one (81) stock sizes each for male models and female models. Custom Sizes and Modifications shall also be available. Measurements shall be taken at locations to be advised by the Department.

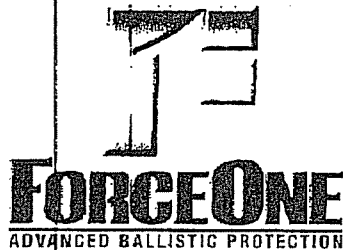
### 2.8 Size, Identification & Instruction Label

Each ballistic panel and carrier shall be labeled in accordance with the requirements of NIJ Standard 0101.04.

## III. FABRIC AND MATERIALS SPECIFICATIONS

### 3.1 Ballistic Panel Cover

Fabric shall be rip-stop nylon, with a water-repellent coating. Seams shall be sealed, not sewn, to prevent water seepage into ballistic panel. No stitching of panel cover seam shall be allowed.



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### 3.2 Carrier Fabric

The outershell carrier shall be constructed from Poly Cotton, 7oz. per sq. yd., plain weave. Material shall be preshrunk, mercerized, with a crease resistant finish.

### 3.3 Fastener Tape, Hook and Pile

The hook and pile fastener tapes shall conform to the requirements of the manufacturer, Style H88, and L1000. The width shall be approximately two (2) inches. Color shall be either black or white. All hook and pile fasteners must be reinforced around all edges of the fasteners.

### 3.4 Elastic

The elastic for the side closure straps shall be approximately two (2) inches wide and of good commercial quality.

## IV. BALLISTIC CERTIFICATIONS

### 4.1 NIJ Compliance

4.1.1 All vests shall be certified in accordance with the requirements for the **NIJ 2005 Interim Requirements and Standard 0101.04, Level II.**

4.1.2 NIJ 2005 Interim Requirements Compliance Letter, for Level II, must be submitted with bid.

### 4.2 Ballistic Vest V-50

Each bidder shall submit NIJ 0101.04 V-50 test reports for the vest being offered. The V-50 test shall be performed in accordance with MIL-STD-662F. The test projectiles shall be the same as used in the model's certification. An independent laboratory approved by the National Law Enforcement and Corrections Technology Center (NLE&CTC) must perform the test.



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4.2.1 Test reports submitted by the bidder shall reflect the following V-50 results:

### **AXIOM LEVEL IIIA**

Model #: F1-ASII-3A-10

Ballistic Materials: Aramid Shield

Areal Weight: 1.1 per sq. ft.

Thickness: 0.23 inches

V-50 9mm: 1810 fps

Trauma Range 9 mm: 27-32 mm

## **V. WARRANTIES AND INSURANCE**

The outer shell of the vest shall be warranted to be free from any defects in material or workmanship for twenty-four (24) months from date of first use. Ballistic panels shall be warranted for five (5) years from the date of first use for defects in material and workmanship.

### **5.1 Adjustments and Alterations**

The vendor must repair or replace all vests that become unserviceable because of manufacturing defects during the warranty period.

### **5.2 Inspection of Body Armor After Delivery**

5.2.1 All soft body armor purchased by the department will be subject to visual inspection. All body armor will be adjusted for sizing irregularities for 30 days from date of receipt at no charge. After 30 days, it is understood that all armor delivered has been properly fitted.

5.2.2 If any ballistic testing is conducted, only NIJ V-50 results to be used for data input, with modifications as described herein (reference NIJ 0101.04), shall be used to determine ballistic performance.



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### 5.3 Insurance

Manufacturer and only the manufacturer shall submit proof of products liability insurance in the amount of \$20,000,000.00 (twenty million dollars). This policy must be in force at least one (1) month prior to bid opening. Insurance carriers must be admitted under the State Insurance Rules. Certificate of insurance naming the purchaser as "additional insured" must be submitted with the bid.

### 5.4 Quality Assurance

Vendor shall submit a quality assurance program to include the receipt, testing and serialization of both ballistic fabric and ballistic packages. Failure to submit detailed quality control procedures shall be cause for rejection.

### 5.5 Facilities Inspection

The purchaser reserves the right to visit the manufacturer's facilities at the agency's expense.

# Introducing...

# ARADOM

Advanced Ballistic Protection

Because it's all about Performance!

Exclusive Aramid Shield Ballistics Combines High Performance, Lightweight Comfort And Excellent Trauma Protection In One Great Vest.

There Is Nothing Else Quite Like It!

High Performance

Cool-Wearing Comfort

Lightweight

Available in threat levels II and IIIA



**U.S. Department of Justice**

Office of Justice Programs

*National Institute of Justice*

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*Washington, D.C. 20530*

December 19, 2005

John H. Atkins Jr.  
President  
ForceOne, LLC  
2500 Baker Circle  
Granite Falls, NC 28630

**Notice of Compliance with NIJ 2005 Interim Requirements**

Body Armor Model: F1-ASII-3A-10      Level: IIIA

Manufacturer: ForceOne, LLC

Warranty Period: 5 years

Dear Mr. Atkins:

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

The following documents were received:

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

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

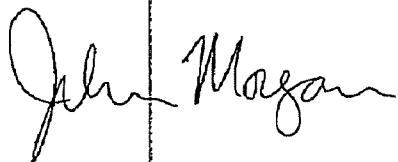
Certification as to labeling of armor (NIJ Form IR-3B );

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

Certification as to maintenance of ballistic performance over declared warranty period (NIJ Form IR-5).

Based on our review of these documents, and on our previous determination (based on the submission of armor samples to NIJ's Voluntary Body Armor Compliance Testing Program) that the Body Armor Model satisfied the requirements of NIJ Standard-0101.04, NIJ deems the Body Armor Model to comply with the *NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor*. The Body Armor Model will be added to the list of armor models that comply with the NIJ 2005 Interim Requirements made available at [www.justneL.org](http://www.justneL.org). Information on the declared warranty period will be included in the model listing.

Sincerely,

A handwritten signature in cursive script that reads "John Morgan". The signature is written in black ink and is positioned to the right of the typed name.

John Morgan  
Assistant Director  
Office of Science and Technology  
National Institute of Justice

**H.P. WHITE LABORATORY, INC.**

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



21 September 2005  
(HPWLI 9664-64A)

ForceOne LLC  
428 Balsam Avenue, Suite B  
Spruce Pine, North Carolina 28777

Attention: Mr. H. Atkins

Gentlemen:

In accordance with your instructions, H.P. White Laboratory, Inc. conducted ballistic resistance testing of one male model of ForceOne, LLC, protective armor identified as Model F1-ASII-3A-10, received 20 September 2005.

Testing, which was authorized by the National Law Enforcement and Corrections Technology Center (NLECTC), was conducted in accordance with the provisions of NIJ-STD-0101.04, BALLISTIC RESISTANCE TESTING OF POLICE BODY ARMOR, dated September 2000, Level 3A. The results of this test are to be used for certification, or non-certification, of the armor in conjunction with the U.S. Department of Justice certification program for personal protective armor intended for use by law enforcement officers. The Compliance Test Report (CTR), which includes detailed information and photographs of the test samples, has been e-mailed to NLECTC. This report reflects the results of testing only, and should NOT be considered official until NLECTC has completed their review, and issued their official notification.

All data obtained from this testing were derived from the samples tested, and should NOT be interpreted as an endorsement by H.P. White Laboratory, Inc. of the continuing quality, or performance, of any other items of the same, or similar, design.

Should you have any questions regarding this matter, or if we may be of any further service, please do not hesitate to contact us.

Very truly yours,

H.P. White Laboratory, Inc.

Craig B. Dunn

CBD/tc  
Enclosures  
cc: Aspen Systems, Inc. (Alex Sundstrom)

**NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT**

NIJ Standard 0101.04  
September 2000

Summary of Results

Armor Manufacturer: FORCEONE, LLC.  
Armor Model No.: F1-ASII-3A-10

Armor Style: NA  
NIJ Armor Type: 3A

Report Number: 9664-64A  
Report Date: 09/21/05

Item Number	Test Samples (b)				Ballistic Threat				Results		
	Serial Number	Panel	Weight (lbs)	No. of Piles	Caliber	Oblliquity (degree)	Req'd Shots	Velocity (ft/s) Max. Min.	Penetration (Y/N)	BFS 1	BFS 2
Sample 1	8646	Front	2.43	15	9mm	0	4	1450 1420	N	30	31
	8646	Back	3.21	15	9mm	0	4	1431 1416 1417 1407	N	31	28
Sample 2	8644	Front	2.43	15	9mm	0	4	1435 1418	N	29	29
	8644	Back	3.19	15	9mm	0	4	1432 1432 1437 1415 1430	N	29	28
Sample 3	8645	Front	2.43	15	.44 Mag	0	4	1421 1415	N	40	39
	8645	Back	3.18	15	.44 Mag	0	4	1431 1417 1438 1403 1417	N	41	38
Sample 4	8643	Front	2.43	15	.44 Mag	0	4	1434 1405	N	40	40
	8643	Back	3.19	15	.44 Mag	0	4	1421 1412 1426 1423 1403	N	38	36

**NOTES:**

Maximum BFS: 44 mm  
Ballistic Material: Aramid

**P-BFS Result**

Penetration: Pass  
BFS: Pass  
Model Compliance  
Passed: YES

**NIJ Baseline Ballistic Limit**

Panel 1:  
Type: 10 shots  
Ballistic Limit: 1829 ft/s  
Std Dev. (σ): 34 ft/s  
Panel 2:  
Type: 10 shots  
Ballistic Limit: 1791 ft/s  
Std Dev. (σ): 44 ft/s

**CERTIFICATION:**

Test Data Certification: FOY/HEIL  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

Witnessed by: NA  
Name: \_\_\_\_\_  
Representing: \_\_\_\_\_

<b>ACORD</b> <small>TM</small>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/03/2006	
PRODUCER Phone: (888) 748-1357 Fax: (858) 748-4278 <b>BAUER INSURANCE SERVICES, INC.</b> 13750 DANIELSON STREET SUITE 200 POWAY CA 92064-8851			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED <b>FORCE ONE, L.L.C.</b> 2500 BAKER CIRCLE GRANITE FALLS NC 28630			INSURERS AFFORDING COVERAGE		NAIC #
Agency Lic: DB78381			INSURER A: <b>GUILFORD INSURANCE CO</b>		
			INSURER B: <b>JAMES RIVER INSURANCE CO</b>		
			INSURER C: <b>LANDMARK AMERICAN INS CO</b>		
			INSURER D: <b>COLONY INSURANCE CO</b>		
			INSURER E:		

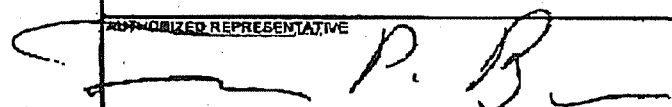
**COVERAGES**

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

INSUR LTR	ADDL INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	HGL0013322	07/01/06	07/01/07	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (E & contents)	\$
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				PRODUCTS-COMP/CP AGG.	\$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		H/RED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS / UMBRELLA LIABILITY	00010749-1	07/01/06	07/01/07	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		DEDUCTIBLE					\$
		RETENTION					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, list the worker SPECIAL PROVISION below				E.L. DISEASE-SA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
C		OTHER: EXCESS LIABILITY	LHA216804	07/01/06	07/01/07	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

D). EXCESS LIABILITY AR6486101 7/1/06 7/1/07 EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
<b>EVIDENCE OF INSURANCE</b>  Attention:		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE 	

# Manufacturer's Warranty

## ForceOne Ballistic Resistant Vest

ForceOne, located in Spruce Pine, North Carolina extends the following warranty on this superior product:

**Certification of Compliance:** This ForceOne Ballistic Resistant Vest is certified to be in full compliance with the National Institute of Justice (NIJ) 0101.04 Standard. The configuration and construction of the ballistic panels manufactured by ForceOne are certified to meet or exceed the rigorous NIJ standards.

**Ballistic Panel Warranty:** ForceOne warrants that the ballistic protective panels within this bullet resistant vest shall be free from defects in materials and workmanship for a period of **five (5) years** from the date of purchase.

**Carrier Warranty:** ForceOne warrants that the fabric carrier covers shall be free from defects in materials and workmanship for a period of **two (2) years** from the date of purchase.

Should either the ballistic panels or the fabric carrier cover prove to be defective during the warranty period, Force One shall, at its sole discretion, repair or replace the defective ballistic panels and/or fabric carrier cover at no cost to the purchaser.

If you are in need of a repair or a replacement due to a defect or need additional information pertaining to care or maintenance of this protective equipment, call **ForceOne's toll free Service Hotline: 800-462-7880**. Defective ForceOne equipment will be repaired or replaced for Law Enforcement Officers within 3-4 days of receipt by ForceOne. Should your ForceOne Ballistic Resistant Vest require any alterations, contact an authorized dealer or ForceOne directly. Any alterations made by any unauthorized person or persons will render this warranty null and void.

This Limited Warranty shall apply ONLY if this ballistic protective equipment is used and maintained in accordance with the use, care and maintenance instructions on the reverse side of this Warranty. This vest was not intended to protect the wearer against edged or pointed weapons, knife, or ice pick threat, an attack from any sharp weapon, rifle fire, or to provide ballistic resistance beyond the rated level printed on the ballistic panel label. ForceOne disclaims all liability for incidental damages arising from breach of this Limited Warranty. The Warranty provided herein is the sole Warranty and in lieu of all other Warranties including, without limitation, any implied Warranty of merchantability. In no event will ForceOne, or any party involved in the manufacture, design, or delivery of this product or the component materials included therein be liable for special, direct, indirect, or consequential damages, including but not limited to loss of profit, loss of job, or loss of life, even if ForceOne or other such party has been advised of the possibility of such damages. In no event shall ForceOne's or other such party's liability for any damages or loss to you or any other party exceed the initial price of the vest. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Any notices or other communications to ForceOne must be mailed by certified mail to this address: ForceOne, 428 Balsam Avenue, Suite B, Spruce Pine, NC 28777. Some states do not allow the exclusion or limitation of consequential or incidental damages. If you live in one of these states these exclusions may not apply to you! This Warranty gives you specific legal rights and you may have other rights which vary from state to state.

**Carefully read this Warranty and follow the Use, Care and Maintenance instructions on the reverse side. Keep this Warranty/Care Instruction Sheet with your other important documents.**



ForceOne, LLC  
2500 Baker Circle  
Granite Falls, NC 28630

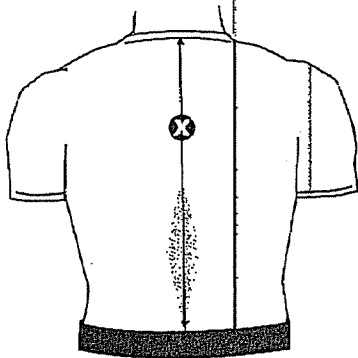
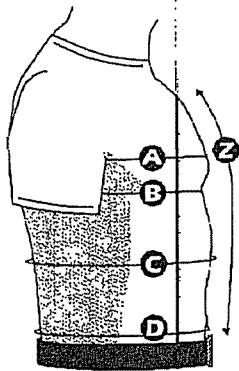
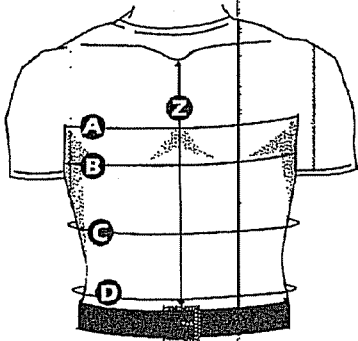
Registration #:



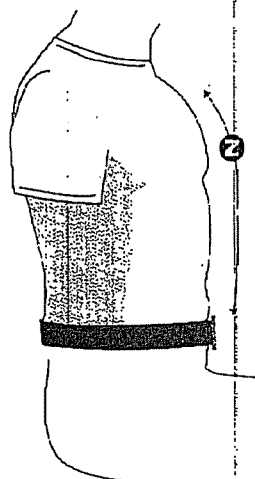
# BODY ARMOR MEASUREMENTS

## 6 STEPS TO GREAT FITTING ARMOR

1. Have another person conduct the measuring of your torso.
2. Be precise, accurate, and complete all the requested information.
3. Do not over or under measure. Mismeasuring results in poor fitting armor.
4. When measured, wear normal / usual "Work" attire.
5. Do not artificially adjust, up or down, your belt height.
6. Do not sit or stand artificially erect while being measured.



**SEATED MEASUREMENT**



**IMPORTANT:**  
Do not add nor deduct any length from the actual torso measurement.  
Give length measurement in full.

NAME/CRED. NO. \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

HEIGHT: \_\_\_\_\_ FT. \_\_\_\_\_ IN.    WEIGHT: \_\_\_\_\_ LBS.    MALE: \_\_\_\_\_

TROUSER SIZE: WAIST \_\_\_\_\_ IN.    INSEAM: \_\_\_\_\_ IN.    FEMALE: \_\_\_\_\_

COAT SIZE: \_\_\_\_\_    SHORT    REGULAR    LONG    BRA & CUP SIZE: \_\_\_\_\_

- A** **FULL CHEST MEASUREMENT - STANDING** \_\_\_\_\_ IN.  
Using a cloth tape measure, measure around the back, high under the armpits, and across the largest part of the chest. Try to keep the tape parallel to the floor and be careful not to let the tape droop in the back.
- B** **THORAX MEASUREMENT - STANDING** \_\_\_\_\_ IN.  
Using a cloth tape measure, measure around the back, next to the biceps, under / at the base of the breast / pectoral muscles, across the sternum. Try to keep the tape parallel to the floor.
- C** **UPPER ABDOMINAL MEASUREMENT - STANDING** \_\_\_\_\_ IN.  
Using a cloth tape measure, measure around the back, at approximately elbow height, and across the bottom of the ribcage in the front. Try to keep the tape parallel to the floor.
- D** **LOWER ABDOMINAL / STOMACH MEASUREMENT - STANDING** \_\_\_\_\_ IN.  
Using a cloth tape measure, measure around the back in the kidney region, approximately 1" above the belt, and across the front at the navel. Try to keep the tape parallel to the floor.
- X** **BACK MEASUREMENT - STANDING** \_\_\_\_\_ IN.  
Using a cloth tape measure, measure down the length of the spine from the base of the collar (Dress, Polo, or T-Shirt) to the belt.  
STANDING                      SEATED
- Z** **FRONT TORSO MEASUREMENT - STANDING & SEATED** \_\_\_\_\_ IN.    \_\_\_\_\_ IN.  
Using a cloth tape measure, measure from the clavicle depression / "V" notch (At the top of the bone) located at the base of the throat down between the pectoral muscles over the sternum and abdomen to the belt. This measurement shall be taken in the seated position.

**NOTES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## PRODUCT SPECIFICATION TACTICAL OUTER SHELL (T.O.S.) BODY ARMOR ACCESSORY

### I. SCOPE

This product description document establishes the design, fabrication, quality assurance, and delivery requirements for ForceOne body armor accessories. It describes a tactical outer shell for concealable bullet-resistant panels.

### II. CONFIGURATION

#### 2.1 General Design Description

The overall design shall be of a slipover construction and shall be adjustable at the waist with the use of a 4" x 6" sewn down elastic strap and hook and loop closures. An inside 2" elastic waist strap with a buckle closure helps to keep the shell and panels in place. There shall be a minimum of two (2) inches of overlap on the side closure mechanism with a hook and loop closure.

The outer shell shall have hook and loop removable identification labels on the front and rear. "POLICE" or "SHERIFF" are standard, however, custom ID patches are available for an extra fee. There shall be no metals of any kind in the shell or pouches.

The outer shell shall have a MOLLE Style attachment system to accommodate pouches, pockets and other equipment.

#### 2.2 Coverage

The outer shell shall wrap from both the front and back and meet to the rear of the midpoint of the wearer's sides. The amount of overlap will depend on whether the concealable vest is a butt fit or a full wrap-around. The shoulders are seamed and are not adjustable.

### III. DESIGN FEATURES

The outer shell is designed to transform a concealable vest into a tactical vest. Concealable panels are to be removed from the concealable carrier and placed into pockets on the inside of the shell. The pockets feature a hook and loop closure 1/4 from the bottom of the shell.





## PRODUCT SPECIFICATION TACTICAL OUTER SHELL (T.O.S.) BODY ARMOR ACCESSORY

### 3.1 Sizes

The outer shell is custom fit to the individual wearer in accordance with generally accepted sizing practices. Manufacturer shall have a minimum of four (4) stock sizes each for male models and female models. Custom sizes and modifications shall also be available.

If ForceOne has manufactured the wearer's concealable vest the company is able to provide the coinciding size for the panels. If ForceOne has not manufactured the wearer's concealable vest, a panel tracing shall be requested and the appropriate size shall be manufactured so that the panels fit tightly into the shell.

### 3.1 Identification and Instruction Label

In addition to Model Number, Size, Date of Mfg., Lot Number and Style, the shell label shall read as follows:

*"The carrier offers no ballistic protection without ballistic panels inserted. See ballistic panel labels for protection level provided in accordance with NIJ Std. 0101.04."*

Detailed Care Instructions shall also be outlined on the label.

## IV. FABRIC AND MATERIALS SPECIFICATIONS

### 4.1 Fabric

The shell, both the outside and the body side shall be made of 500-denier urethane coated Cordura. Stock colors are black, brown, camo green, navy and white. Woodland camo and desert camo are also available.

### 4.2 Fastener Tape, Hook and Pile

The hook and pile fastener tapes shall conform to the requirements of the manufacturer, Style H88, and L1000. Available colors are black, white and camo green. All hook and pile fasteners must be reinforced around all edges of the fasteners.

(revised Jan 2, 2007)



## PRODUCT SPECIFICATION TACTICAL OUTER SHELL (T.O.S.) BODY ARMOR ACCESSORY

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### VI. WARRANTIES AND INSURANCE

The shell shall be warranted to be free from any defects in material or workmanship for twenty-four (24) months from date of first use.

#### 6.1 Adjustments and Alterations

The vendor must repair or replace all vests that become unserviceable because of manufacturing defects during the warranty period.

#### 6.2 Inspection of Body Armor After Delivery

6.2.1 All body armor accessories purchased by the department will be subject to visual inspection. All body armor accessories will be adjusted for sizing irregularities for 30 days from date of receipt at no charge. After 30 days, it is understood that all armor delivered has been properly fitted.

#### 6.3 Insurance (when fitted with ForceOne ballistic panels)

Manufacturer and only the manufacturer shall submit proof of products liability insurance in the amount of \$20,000,000.00 (twenty million dollars). This policy must be in force at least one (1) month prior to bid opening. Certificate of insurance naming the purchaser as "additional insured" must be submitted with the bid.

#### 6.4 Quality Assurance

Vendor shall submit a quality assurance program to include the receipt, testing and serialization of both ballistic fabric and ballistic packages. Failure to submit detailed quality control procedures shall be cause for rejection.

#### 6.5 Facilities Inspection

The purchaser reserves the right to visit the manufacturer's facilities at the agency's expense.



## PRODUCT SPECIFICATION

### The ForceOne Dri-Lex T-Shirt

#### I. SCOPE

This purchase description document establishes the design, fabrication, quality assurance, and delivery requirements for the ForceOne moisture-wicking t-shirt, intended for wear by military and law enforcement personnel who customarily work in hot weather conditions and wear body armor.

#### II. CONFIGURATION

##### 2.1 General Design Description

The t-shirt shall have short sleeves, a crew neck collarette that shall finish 1 +/- 1/8 inch wide and hemmed sleeves and bottom. The sleeve hem shall be approximately 3/4 inch wide and the bottom hem shall be approximately 7/8 inch wide. All seams shall be over edged and top-stitched. An identification/size/care label shall be heat-sealed in the center of the back.

##### 2.2 Fabric and Material Specifications

The t-shirt shall be Dri-Lex Active Piqué Fantasia with Lycra. Material for the collarette may be ribbed or be the same material as the body of the garment.

###### 2.2.1 Material Characteristics

The material content of Dri-Lex Active Piqué Fantasia is Hydrofil® Nylon, Polyester and Lycra. The Hydrofil® Nylon in this material has been reformulated at the polymer level. Dri-Lex absorbs like cotton, holds twice as much moisture as nylon, but dries within less than half the time; actually dispelling the moisture that is absorbed from the body.

##### 2.3 Material Properties/Requirements

The characteristics/properties of Dri-Lex Piqué Fantasia are tested according to standardized military requirements. The data proves this material to be ultra efficient and superior to many other moisture-wicking materials on the market.



## PRODUCT SPECIFICATION The ForceOne Dri-Lex T-Shirt

**TABLE I: Material Properties/Requirements**

CHARACTERISTIC	REQUIREMENT	TEST METHOD
Weight, oz/sq yd. (max)	4.05 oz	ASTM D 3776, Opt C
Tensile Strength	7.6 lbs.	ASTM-D2261
Tear Strength	7.6 lbs.	ASTM-D2261
Surface Abrasion	3,200 cycles Martindale	SATRA PM 31A
Moisture Transp.	7.8 m/m <sup>2</sup> .24 hr	ASTM-D1117
Water Wicking	3.7 in/15 min	ASTM-D1117
Melting Temp.	420° F	

### 2.4 Thread

Thread for all seaming and stitching shall be in accordance with standard commercial practice. The color of the thread shall be a good match to the basic material. The finished thread shall have no chemical finishes or treatments, other than those commonly used on commercial threads.

### 2.5 Labels/Markings

A commercial type heat transferred label shall include size, contractor's name or product logo, fiber and laundering (care) information. The heat transferred label shall not wear off the garment. It shall be placed at the top, center, inside back of the shirt. No other tags, logos, or labels shall be placed anywhere on the shirt.

### 3. Sizes

The t-shirt shall be manufactured in the following sizes: XX-Small, X-Small, Small, Medium, Large, X-Large, XX-Large and XXX-Large. The sizes may be abbreviated as: XXS, XS, S, M, L, XL, XXL and XXXL.



## PRODUCT SPECIFICATION The ForceOne Dri-Lex T-Shirt

### 3.1 Finished Measurements

The t-shirt shall conform to the finished measurements specified in the table below.

**TABLE II: Finished Measurements - Inches**

SIZE	1/2 CHEST (A)  +/- 1/2"	BACK LENGTH (B)  +1- 1/2"	1/2 NECK OPENING (C)  +/- 1/4"	SHOULDER (D)  Opening  +/- 1/4"	ARMHOLE OPENING (E)  Opening  +/- 1/4"	UNDER SLEEVE (F)  +/- 1/4"	OVER SLEEVE (G)  +/- 1/4"	SLEEVE OPENING (H)  +/- 1/4"
X-Small	14	25	6-1/2	2	8-1/2	1-1/4	1-1/4	5-1/2
Small	16	26	7	3	9	2	5	6
Medium	18	27	7-1/2	4	9-1/2	2-3/4	5-3/4	6-1/2
Large	20	28	8	5	10	3-1/2	6-1/2	7
X-Large	22	29	8-1/2	6	10-1/2	4-1/4	7-1/4	7-1/2
XX-Large	24	30	9	7	11	5	8	8
XXX-Large	26	31	9-1/2	8	11-1/2	5-3/4	8-3/4	8-1/2
XXXX-Large	28	32	10	9	12	6-1/2	9-1/2	9

### 3.2 Method of measuring

- (A) 1/2 Chest: T-shirt shall be laid flat but not stretched, and measured across from folded edge to folded edge, approximately 1 inch below the armhole (see Figure 1).
- (B) Back Length: T-shirt shall be laid flat but not stretched, and measured from collar joining seam on center back to bottom of shirt (see Figure 1).
- (C) Neck Opening: Collar shall be grasped at the center back and center front, forming a straight line, but do not stretched, and then measured.
- (C) Shoulder: Collar shall be measured from seam to armhole seam, along the shoulder seam (see Figure 1).



## PRODUCT SPECIFICATION The ForceOne Dri-Lex T-Shirt

- (E) Armhole Opening: T-shirt shall be laid flat but not stretched, and measured from the intersection of the top of the sleeve and shoulder seam to the bottom of the underarm seam.
- (F) Under Sleeve: T-shirt shall be laid flat, but not stretched, and measured from the bottom of the underarm seam to the end of sleeve along the seam.
- (G) Over Sleeve: T-shirt shall be laid flat but not stretched, and measured from the top of the sleeve at shoulder the seam to the bottom of the sleeve.
- (H) Sleeve Opening: T-shirt shall be laid flat but not stretched, and measured from the folded edge to the folded edge along the bottom of the sleeve.

### III QUALITY ASSURANCE

#### 3.1 Product Conformance

The products provided shall meet the requirements and characteristics of this commercial item description and conform to the ForceOne's standards and quality assurance practices used for similar products offered for sale in the commercial market.

#### 3.2 Visual Examination

Each t-shirt shall be examined to be in accordance with the herein described specifications and will also be visually examined to not have any defects.

##### 3.2.1 Material Defects

Each t-shirt shall be examined not to have any hole, cut, tear, mend, drop stitch, loose knit, miss knit, slub, streak, knitted in waste, permanent fold, pleat, or crease; any spot or stain, discoloration or color not as specified, any shaded part, or any objectionable odor.



## PRODUCT SPECIFICATION The ForceOne Dri-Lex T-Shirt

### 3.2.2 Seams and Stitching

Each t-shirt shall be examined to not have any loose or tight stitching tension, broken or missing thread or stitch, needle chew; any part of the shirt caught in an unrelated operation or stitching; raw edge, thread breaks, or any thread ends not removed. Any seam puckered, distorted, pleated, irregular or open shall also be cause for rejection.

### 3.2.3 Workmanship

Each t-shirt shall be examined to not have any component part omitted, twisted, not be the specified size, be missing, misplaced or poorly shaped. Measurements and design of items must be as specified.

### 3.2.4 Labels

Each t-shirt shall not have labels that are missing, incorrect or illegible. The bar code or UPC code label may not be omitted or not readable by scanner. The human-readable interpretation (HRI) must also not be omitted or illegible.

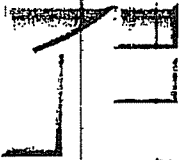
## 4. Packaging

Instructions on the preservation, packaging and marking shall be specified in the contract or the purchase order awarded to ForceOne.

## IV. FACILITY INSPECTION

### 4.1 Facilities Inspection

The purchaser reserves the right to visit the manufacturer's facilities at the agency's expense.



**FORCE ONE**  
ADVANCED BALLISTIC PROTECTION

2500 BAKERS CIRCLE  
GRANITE FALLS, NC 28630  
Direct Line (828) 396-2171  
Fax Line (828) 395-5962  
[www.forceonearmor.com](http://www.forceonearmor.com)

**QUOTATION**

(West Virginia State Police)

DATE	8-Mar-07
Quotation #	WVSPD
Customer ID #	
Customer Name:	West Virginia State Police
ADDRESS	4124 Kanawha Turnpike
ADDRESS	South Charleston, WV 25309
Contact Person	John Abbott
Contact Number	304-746-2141
Contact Email	
Contact Fax	

Item Description	Quantity	Item Description	Price
Axiom IIIA PK 1 (F1-AS11-3A-10)	1	NJ II, Concealable Body Armor Ballistic Style F1-ASII-3A-10 USASOC/DOD Frag. Requirement, Steel Jacket Tokarev, etc (1 Carrier, 1 set – Front & Back armor panels) Front internal trauma pad. Deluxe Carrier Color: Specified by End User. 1 Cool Max T-shirt. Extra Deluxe Carrier. Color Specified by End User	\$367.00
C-TOS	1	Molled Tactical Outer Carrier. 8x10" and 10x12" Plate Pocket. Color Specified by End user. Two ID Patches for front and rear of Tactical Outer Shell	\$90.00
Quilted Carrier	1	Quilted Carrier. Color Specified by End User	\$85.00
SHIPPING	1 vest unit	Shipping per one vest unit to West Virginia	\$10.00



<b>Quote Prepared By : JEN SUTYAK</b>		<b>TOTAL</b>	<b>\$ 552.00</b>

**Comments or Special Instructions:**

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Oversize Charges  Yes  No  FOB: California  FOB: Destination

Contact: JEN SUTYAK (703) 521-0273 / [jsutyak@Forceonearmor.com](mailto:jsutyak@Forceonearmor.com) with Questions Pertaining to Quote  
**FAX Purchase Order - Attn: Jen Sutyak (703)521-6060 or Email to [Jsutyak@Forceonearmor.com](mailto:Jsutyak@Forceonearmor.com)**

**THANK YOU FOR YOUR BUSINESS!**



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  
**7**

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

WEST VIRGINIA STATE POLICE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/20/2007				

BID OPENING DATE: **03/08/2007** BID OPENING TIME **01:30PM**

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:						
				703-521-0273-----		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Jennifer Sutyak-----		
***** THIS IS THE END OF RFQ DPS0731 ***** TOTAL:						\$1522.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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### Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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VENDOR PHOTO

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

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BID OPENING DATE: **03/08/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>REQUEST FOR QUOTATION</b>						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN OPEN-END CONTRACT FOR BULLIT RESISTANT BODY ARMOR.						
ATTACHMENTS: 1. SPECIFICATIONS / BID FORM 2. AFFIDAVIT						
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.						
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.						
VENDOR'S BIDDING AN EQUAL SHALL PROVIDE SPECIFICATION DOCUMENTATION, COLORED BROCHURES, AND TEST INFORMATION WITH THEIR BID.						
0001	1	LS		680-08		
BULLET RESISTANT BODY ARMOR						
EXHIBIT 3						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

---

**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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

**Request for  
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RFQ NUMBER:  
**DPS0731**

PAGE:  
**2**

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

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SHIP TO

**WEST VIRGINIA STATE POLICE**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2007				

BID OPENING DATE: **03/08/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FBI#	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
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### Request for Quotation

RFQ NUMBER  
**DPS0731**

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**3**

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25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>02/20/2007</b>				
BID OPENING DATE: <b>03/08/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for  
 Quotation**

RFQ NUMBER
DPS0731

PAGE
4

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

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SHIP TO

WEST VIRGINIA STATE POLICE

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

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BID OPENING DATE:	03/08/2007	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

### Request for Quotation

RFQ NUMBER:  
**DPS0731**

PAGE:  
**5**

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

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
02/20/2007				

BID OPENING DATE: **03/08/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 &amp; 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
Department of Administration  
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2019 Washington Street East  
Post Office Box 50130  
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### Request for Quotation

RFQ NUMBER:  
**DPS0731**

PAGE:  
**6**

ADDRESS CORRESPONDENCE ATTENTION OF:  
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WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE  
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25309 304-746-2141

DATE PRINTED: <b>02/20/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: <b>03/08/2007</b>	BID OPENING TIME <b>01:30PM</b>
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Force One</u></p> <p>DATE: <u>3-8-07</u></p> <p>SIGNED: <u>Jennifer Sutyak</u></p> <p>TITLE: <u>Government Programs Manager</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>						

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