

Bid Form DPS 1244

DPS 1244		BID OPENING:		
Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
1.	Tactical Bullet Proof Vest as per specifications contained in the RFQ	36 ea	\$ 3103.00	\$ 111,708
			Total	\$ 111,708.00
<p>Bidder / Vendor Information:</p> <p>Name: <u>Health and Safety Sciences/ The Talon Group</u></p> <p>Address: <u>3202 Winchester Ave</u> <u>Ashland, Kentucky 41101</u></p> <p>Phone #: <u>606-393-3036</u></p> <p>Email Address: <u>healthandsafetysciences.com</u></p>				
<p>Contact Coordinator Information:</p> <p>Name: <u>Dave Wood</u></p> <p>Address: <u>3202 Winchester Ave</u> <u>Ashland, Kentucky 41101</u></p> <p>Phone #: <u>606-393-3036</u></p> <p>Email Address: <u>dwood@healthandsafetysciences.com</u></p>				
<p><small>*Quantities are estimated annual usage for bidding purposes and bidder's information.</small></p>				

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2012 JUL 16 AM 9:39

WV PURCHASING
DIVISION

CERTIFICATION AND SIGNATURE PAGE

DPS 1244

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Health and Safety Sciences/The Talon Group
(Company)

Dave Wood, Sales Associate
(Representative Name, Title)

606-393-3036/Fax 606-393-3037
(Contact Phone/Fax Number)

July 11, 2012
(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Health and Safety Sciences/The Talon Group

Authorized Signature: [Signature] Date: 7-12-12

State of KENTUCKY

County of BOYD, to-wit:

Taken, subscribed, and sworn to before me this 12 day of JULY, 2012.

My Commission expires 2-24, 2015

NOTARY PUBLIC [Signature]
434 722



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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



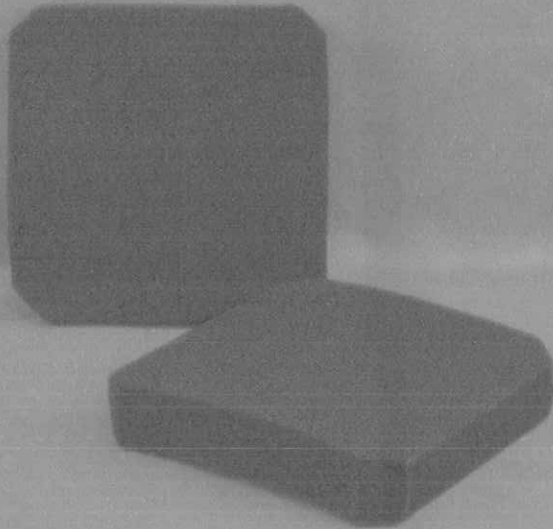
LTC PRODUCT DATA SHEET

Model #26600-11

- Bullet Resistant Plate
- Ballistic Protection to NIJ 0101.06 Level IV Stand Alone

DESCRIPTION

Nominal 6x6 inch single curve vest insert. Manufactured from high-density alumina ceramic core (Al₂O₃) backed with layered composite fiber. Finished in a black Cordura nylon covering.



Characteristics

	INCHES	MILLIMETERS
Length (Nominal)	5.90	150
Width (Nominal)	5.90	150
Thickness (Nominal)	1.15	29
Weight (Nominal)	2.4 lb	1.09 kg

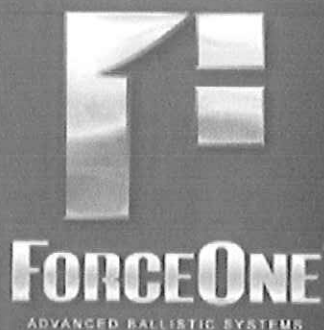
Protection

WEAPON TYPE	AMMUNITION	STRIKING VELOCITY ft/s ± 30	STRIKING VELOCITY m/s ± 9
Rifle M-1	30.06 AP M2*	2880	878
Rifle FN FAL	7.62 x 51mm - M80 Ball	2780	847
Rifle FN FAL	7.62 x 51mm - M61 AP*	2780	847
Rifle M-16/AR-15	5.56 x 45mm - M193/M855/SS109	3180	969
Rifle SVD, Dragunov M.G.- PKM	7.62 x 54R - LPS	2850	869
Rifle SVD, Dragunov M.G.- PKM	7.62 x 54R - B-32 API*	2850	869
Rifle AK-47, M, SKS	7.62 x 39mm - API*	2400	732
Rifle AK-47, M, SKS	7.62 x 39mm - Ball/ Steel Core	2400	732

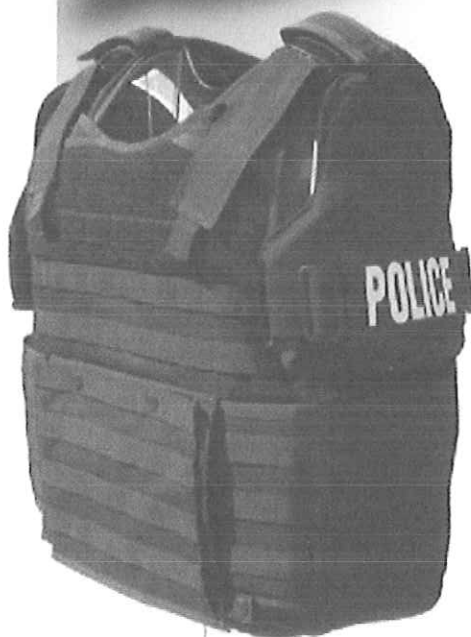
*One shot per NIJ 0101.06 Level IV

Product Data Sheet - Data is Proprietary and Confidential to LTC

LTC MODEL #26600-11



AGGRESSOR™



ALL NEW Gen II AGGRESSOR™ BALLISTIC VEST - LEVEL 3A

The AGGRESSOR™ Carrier System is loaded with new features including:

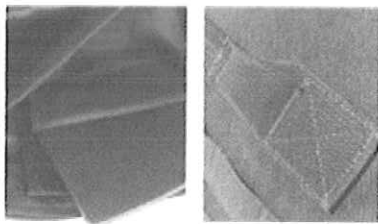
- SPEAR/CIRAS cut armor (as used by Special Operations Command) for increased ballistic coverage
- Enlarged/integrated front flap external cummerbund closure
- Low profile front flap pouch for additional carry capacity
- Reinforced drag handle
- Extended, adjustable, foam-padded shoulder straps with DryLEX® 3D spacer lining for increased comfort and moisture wicking properties
- Breathable, durable, mesh liner for extra comfort and reduced weight
- Fully adjustable side plate pockets in external cummerbund
- Front and Rear Bottom Loading Plate Pockets
- Communication Wire and Hydration Channels

Colors: ACU Digital, Coyote Brown, Ranger Green, OD and Black

*Other Colors available upon request

Sizes: Small, Medium, Large, XL

Ballistic Packages:
Axiom™, AxiomXP™, AxiomXPA™
and Softouch™



OPTIONAL ACCESSORIES & BALLISTICS AVAILABLE

- Shoulder Armor Inserts (set)
- Ballistic Collar
- Ballistic Groin
- Ballistic Deltoid Protectors
- All Standard Pouches
- Level III and IV Ballistic Plates



LIT-MAG-001

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AGGRESSOR Tactical Body Armor System

PRODUCT SPECIFICATIONS

1. SCOPE

This product description document establishes the design, fabrication, quality assurance, and delivery requirement for The Aggressor Tactical Body Armor System.

2. CONFIGURATION

2.1 Overall Design

The overall design shall be of a side opening construction and shall be adjustable at the waist with the use of hook and loop closures, secured by a unique kangaroo pouch. The shoulders are adjustable by means of a hook and loop attachment at the front of the vest. The vest is designed to be worn in urban tactical operations requiring a high degree of mobility and mission specific functions. The unique carrier is designed to hold The body armor shall provide enhanced coverage to the front, back, sides, neck/throat, shoulders, and has the option to upgrade to add groin and bicep protection. The vest shall consist of panels enclosed in the outer garment. The configuration shall be a sleeveless slip-on closure style vest that covers the upper torso affording maximum coverage while optimizing range of motion.

2.2 Coverage

The coverage shall provide front, back, and side protection. 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.

2.3 Options and Accessories

It is possible to equip the vest with 2 bicep protectors. They will be constructed of the same material the vest panels are comprised of. The protectors will be covered in the same material as the carrier and will be detachable and adjustable.

It is possible to equip the vest with a groin protector. The groin protector will be constructed of the same material the vest panels are comprised of. The protectors will be covered in the same material as the carrier and will be detachable and adjustable.

The shoulder straps are capable of holding additional ballistic protection to extend coverage of the body.

The side of the vest features a 6"x8" plate pocket capable of holding side protection.

ForceOne Product Specifications are subject to change. Please be sure you are using the most current version



AGGRESSOR
Tactical Body
Armor System

PRODUCT SPECIFICATIONS

A ballistic throat and collar protection are available to vertically extend protection the wearer.

3. DESIGN FEATURES

3.1 Function

The Aggressor focuses on high mobility. This vest is designed with full coverage of the upper torso, front and back and over the shoulder protection.

The vest features a 360 degree MOLLE system to secure pouches, pockets and other equipment.

Internal pockets in front and rear to accommodate an 8"x10" or 10"x12" hard armor ballistic plate

A radio wire channel inside the vest is also capable of being used in conjunction with a hydration system.

The Vest features a quick release shoulder system

A comfort lining using a unique Dri-Lex 3D spacer lining aids in temperature control and breathability.

Down Strap capable of withstanding a pull load of 275 pounds.

3.2 Sizes

Vests shall be custom fit to the individual wearer in accordance with generally accepted sizing practices. Manufacturer shall use standard CIRAS sizes. Custom sizes and modifications shall also be available. Measurement charts and instructions shall be provided if a representative is not available to take the measurements.

3.3 Identification and Instruction Label

Each ballistic panel and carrier shall be labeled in accordance with the requirements of NIJ Interim 2005 and Standard 0101.04.

4. FABRIC AND MATERIALS SPECIFICATIONS

4.1 Nylon Ballistic Panel Cover

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AGGRESSOR
Tactical Body
Armor System

PRODUCT SPECIFICATIONS

Fabric shall be a nylon laminated rip stop and shall be sealed ultrasonically.

4.2 Vest Cover

The vest cover shall be made with a 500 denier urethane coated nylon. Each cover shall comply with all Federal and State regulations, including manufacturing size and laundering instructions. The cover shall have a warranty of 24 months.

4.3 Lining Fabric

The cover lining shall be made of Dri-Lex 3D aero-spacer, to aid in breathability.

4.4 Fastener Tape, Hook, and Loop

The hook and loop fastening system shall conform to requirements of the manufacturer, style H88, and L1000. All hook and loop fasteners must be reinforced around all edges of the fasteners.

5. WARRANTIES & INSURANCE

The outer shell of the vest shall be warranted to be free from any defects in material or workmanship for 24 months from date of first use. Stab panels shall be warranted for 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

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.

If any ballistic testing is conducted, only NIJ V-50 results to be used for data input, with modifications as described herein (reference NIJ Interim 2005, and Standard 0101.04), shall be used to determine ballistic performance.

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AGGRESSOR
Tactical Body
Armor System

PRODUCT SPECIFICATIONS

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 one month prior to bid opening. Insurance carriers must be admitted under the State Insurance Rules. Submission of self insurance shall be unacceptable. 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 procedure detailing internal QA/QC process, to include the receipt of certification of compliance, 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

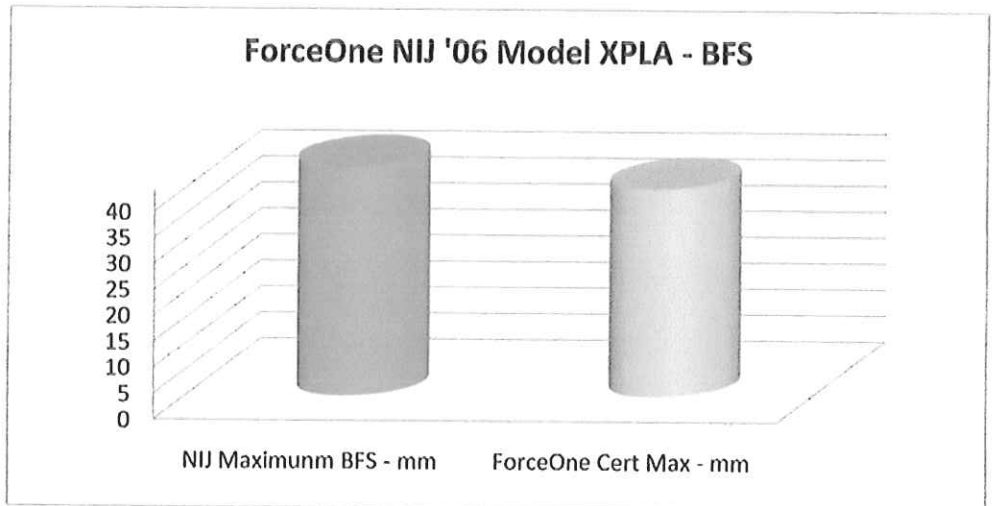
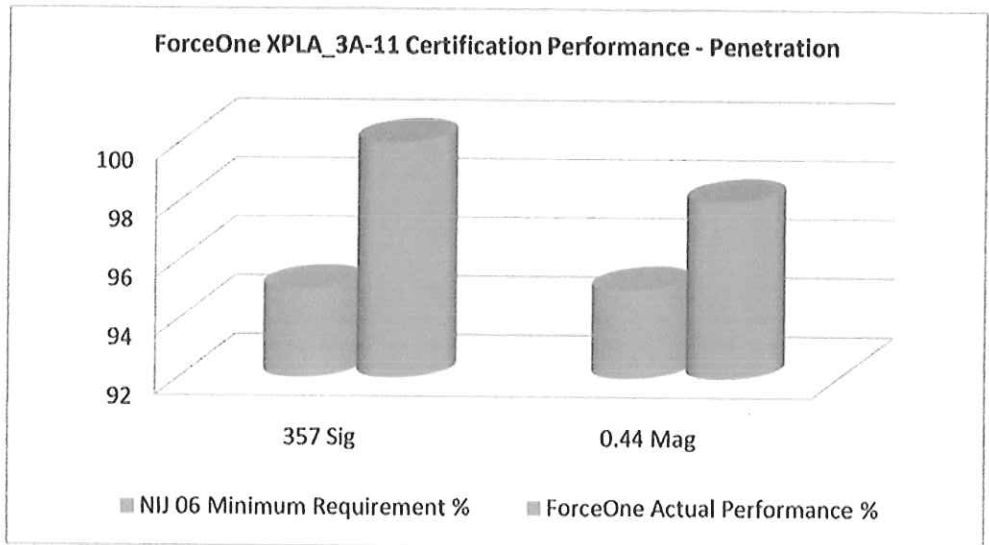
The purchaser reserves the right to visit the manufacturer's facilities at the agency's expense

ForceOne Product Specifications are subject to change. Please be sure you are using the most current version



NIJ 06 Level 3A Body Armor Specification

NIJ 0101.06 Compliant
 NIJ Classification: Type III-A
 NIJ Model #: XPLA-3A-11
 Areal Density: 1.25 lbs/Sq Ft (ndw)
 Thickness: 0.22 Inches
 Sizes Certified: C1 Thru C5
 Performance Factor 357 Sig: 100%
 Performance Factor - 0.44 Mag: 98.0%
 BFS - 357 Sig: C1=31, C5=27 (mm Max)
 BFS - 0.44 Mag: C1=40, C5=35 (MM Max)
 Ballistic Materials: 100% Kevlar
 Panel Covering: Moisture and bacterial resistant 70 denier nylon PUR laminate



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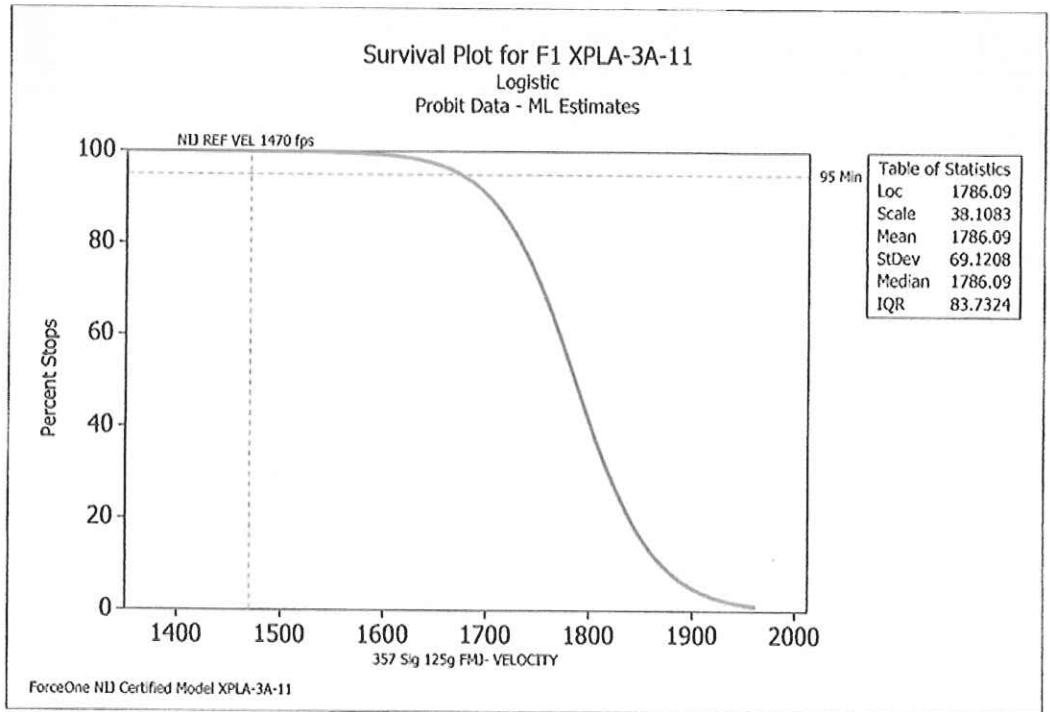
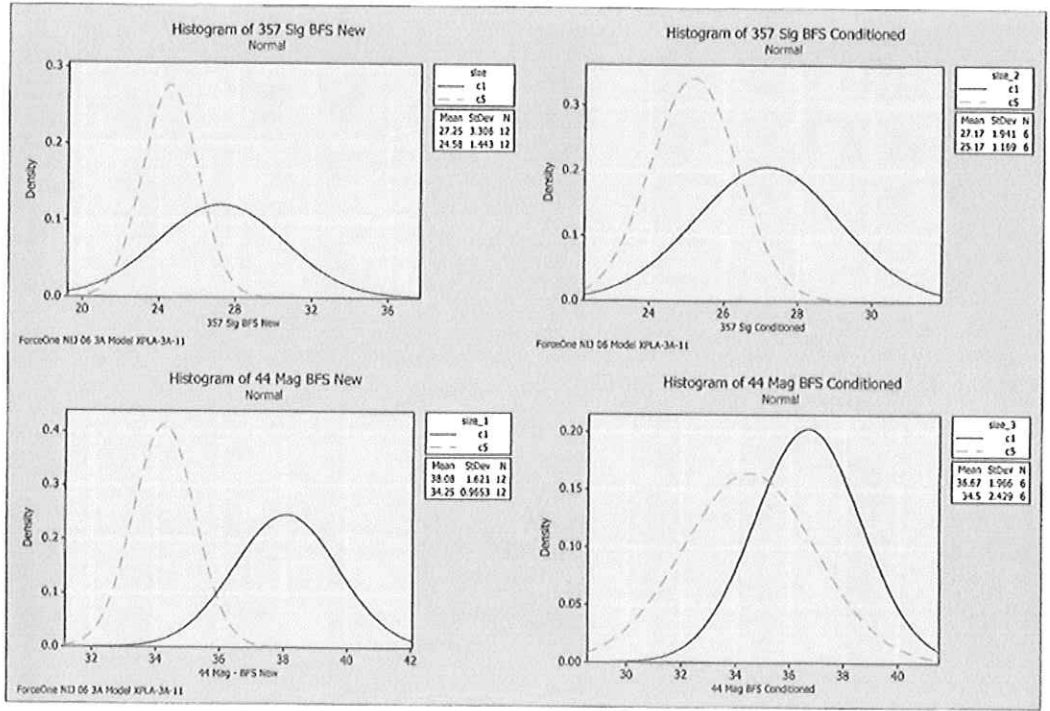
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ADVANCED BALLISTIC SYSTEMS

BALLISTICS

PERFORMANCE FACTORS



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ADVANCED BALLISTIC SYSTEMS

Probit Analysis: p/f versus 357sig -vel

Distribution: Logistic

Response Information

Variable	Value	Count	
p/f	1	45	(Event)
	0	75	
	Total	120	

Estimation Method: Maximum Likelihood

Regression Table

Variable	Coef	Standard Error	Z	P
Constant	-46.8688	9.64923	-4.86	0.000
357sig -vel	0.0262410	0.0054153	4.85	0.000
Natural Response	0			

Log-Likelihood = -51.256

Goodness-of-Fit Tests

Method	Chi-Square	DF	P
Pearson	82.8760	89	0.663
Deviance	70.9188	89	0.769

Tolerance Distribution

Parameter Estimates

Parameter	Estimate	Standard Error	95.0% Normal CI Lower	Upper
Location	1786.09	9.29190	1767.88	1804.30
Scale	38.1083	7.86427	25.4308	57.1056

Table of Percentiles

Percent	Percentile	Standard Error	95.0% Fiducial CI Lower	Upper
1	1610.97	36.3423	1492.95	1662.37
2	1637.78	31.0249	1537.53	1681.88
3	1653.62	27.9209	1563.01	1693.49
4	1664.98	25.7207	1582.59	1701.86
5	1673.88	24.0152	1597.28	1708.46
6	1681.23	22.6225	1609.38	1713.94
7	1687.51	21.4457	1619.68	1718.65
8	1693.01	20.4271	1628.69	1722.81
9	1697.92	19.5297	1636.69	1726.53
10	1702.35	18.7282	1643.91	1729.92
20	1733.26	13.5511	1693.34	1754.39
30	1753.00	10.8425	1724.57	1772.27
40	1770.64	9.49737	1748.09	1789.01
50	1786.09	9.29190	1767.09	1806.96
60	1801.54	10.1397	1783.41	1827.59
70	1818.38	11.9967	1798.92	1852.34
80	1838.92	15.0586	1816.00	1884.37
90	1869.82	20.4720	1839.97	1934.30
91	1874.26	21.2929	1843.32	1941.56
92	1879.16	22.2092	1847.00	1949.60
93	1884.66	23.2463	1851.11	1958.64
94	1890.94	24.4413	1855.79	1968.99
95	1898.29	25.8522	1861.24	1981.12
96	1907.20	27.5759	1867.80	1995.85
97	1918.55	29.7947	1876.14	2014.67
98	1934.40	32.9185	1887.70	2040.98
99	1961.20	38.2586	1907.16	2085.61

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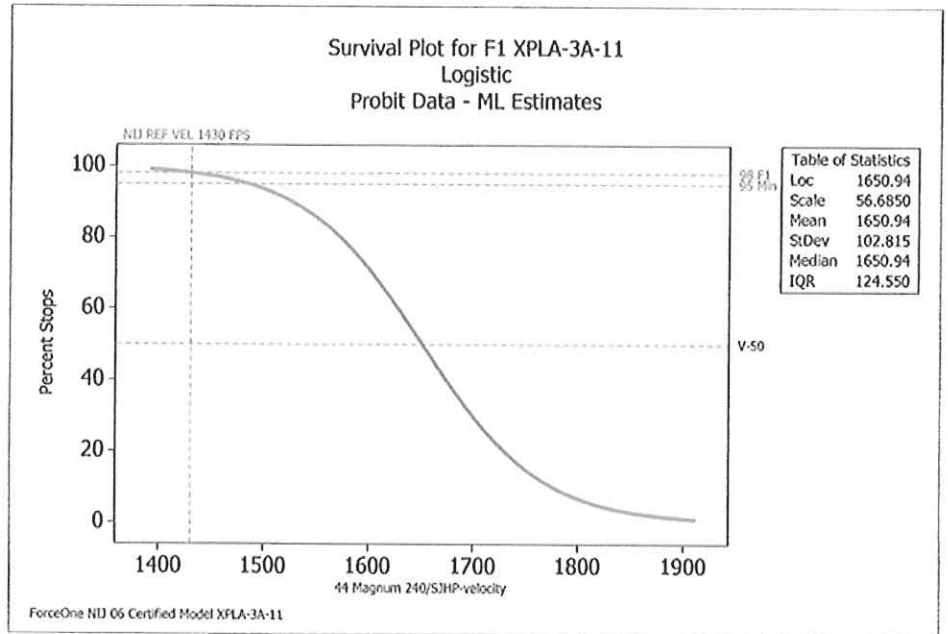


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ADVANCED BALLISTIC SYSTEMS

BALLISTICS

PERFORMANCE FACTORS



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ADVANCED BALLISTIC SYSTEMS

Probit Analysis: p/f_1 versus 44 mag

Distribution: Logistic

Response Information

Variable	Value	Count	(Event)
p/f_1	1	42	
	0	78	
	Total	120	

Estimation Method: Maximum Likelihood

Regression Table

Variable	Coef	Standard Error	Z	P
Constant	-29.1249	6.21300	-4.69	0.000
44 mag	0.0176414	0.0038197	4.62	0.000
Natural Response	0			

Log-Likelihood = -60.951

Goodness-of-Fit Tests

Method	Chi-Square	DF	P
Pearson	82.1196	91	0.736
Deviance	89.6780	91	0.520

Tolerance Distribution

Parameter Estimates

Parameter	Estimate	Standard Error	95.0% Lower	95.0% Upper
Location	1650.94	13.7150	1624.06	1677.82
Scale	56.6850	12.2736	37.0821	86.6507

Table of Percentiles

Percent	Percentile	Standard Error	95.0% Lower	95.0% Upper
1	1390.47	52.4195	1214.18	1463.50
2	1430.34	44.0875	1282.85	1492.08
3	1453.90	39.2236	1323.31	1509.10
4	1470.80	35.7773	1352.24	1521.38
5	1484.04	33.1079	1374.85	1531.07
6	1494.97	30.9303	1393.47	1539.13
7	1504.32	29.0931	1409.33	1546.06
8	1512.50	27.5057	1423.17	1552.18
9	1519.80	26.1103	1435.47	1557.68
10	1526.39	24.8672	1446.56	1562.68
20	1572.36	17.0361	1522.01	1599.37
30	1602.91	13.4806	1568.35	1627.55
40	1627.96	12.5723	1601.28	1655.72
50	1650.94	13.7150	1626.32	1686.74
60	1673.93	16.3607	1647.59	1721.54
70	1698.97	20.2675	1668.36	1761.85
80	1729.53	25.7872	1692.06	1812.68
90	1775.49	34.8187	1726.18	1890.69
91	1782.09	36.1550	1731.00	1901.97
92	1789.39	37.6403	1736.31	1914.45
93	1797.57	39.3148	1742.25	1928.48
94	1806.91	41.2370	1749.01	1944.51
95	1817.05	43.4981	1756.90	1963.29
96	1831.09	46.2507	1766.42	1986.07
97	1847.99	49.7812	1778.54	2015.17
98	1871.55	54.7336	1795.38	2055.81
99	1911.42	63.1662	1823.76	2124.68

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ADVANCED BALLISTIC SYSTEMS

For Test Laboratory Use

NATIONAL INSTITUTE OF JUSTICE
COMPLIANCE TEST REPORT

NIJ Standard-0101.06
July 2008

Perforation and BFS Summary Data

Report Number: X002-041 Test ID: FOR09-999968 Report Date: 01/26/10
 Manufacturer: ForceOne Model Designation: XPLA-3A-11 NIJ Armor Type: 3A

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

Shot Number	Sample 1 Size: C1			Sample 2 Size: C1			Sample 2 Size: C1			Sample 2 Size: C1									
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note							
1	1466.8	0	27.0	1474.5	0	28.0	1467.6	0	27.0	1468.6	0	26.0							
2	1483.7	0	25.0	1477.3	0	27.0	1491.4	0	28.0	1484.6	0	31.0							
3	1485.9	0	26.0	1482.6	0	24.0	1475.6	0	25.0	1475.6	0	25.0							
4	1485.9	0		1499.5	0		1477.5	0		1484.6	0								
5	1487.7	0		1477.3	0		1478.6	0		1479.5	0								
6	1489.0	0		1485.9	0		1476.9	0		1478.9	0								
7																			
8																			
Summary:		Perforations: 0 (Pass)			BFS Statistics: Count: 12			Average: 26.4 mm			Maximum BFS: 31.0 mm			kt: 1.568			SL Dev.: 1.83 mm		

Shot Number	Sample 3 Size: C5			Sample 4 Size: C5			Sample 4 Size: C5			Sample 4 Size: C5									
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note							
1	1448.0	0	23.0	1471.0	0	23.0	1483.9	0	26.0	1495.7	0	25.0							
2	1475.1	0	25.0	1482.1	0	27.0	1481.7	0	24.0	1499.7	0	23.0							
3	1485.2	0	26.0	1478.2	0	24.0	1488.8	0	26.0	1487.9	0	23.0							
4	1475.4	0		1467.1	0		1495.0	0		1480.2	0								
5	1483.5	0		1502.6	0		1479.9	0		1491.6	0								
6	1486.5	0		1498.8	0		1497.2	0		1485.5	0								
7																			
8																			
Summary:		Perforations: 0 (Pass)			BFS Statistics: Count: 12			Average: 24.6 mm			Maximum BFS: 27.0 mm			kt: 1.588			SL Dev.: 1.44 mm		

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

Shot Number	Sample 5 Size: C1			Sample 6 Size: C1			Sample 6 Size: C1			Sample 6 Size: C1									
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note							
1	1434.3	0	38.0	1427.8	0	39.0	1438.9	0	38.0	1435.3	0	35.0							
2	1435.8	0	38.0	1420.3	0	38.0	1441.8	0	40.0	1439.3	0	40.0							
3	1428.6	0	39.0	1413.8	0	39.0	1426.5	0	38.0	1448.4	0	35.0							
4	1417.4	0		1415.4	0		1431.2	0		1448.9	0								
5	1422.3	0		1419.8	0		1433.9	0		1440.5	0								
6																			
7																			
8																			
Summary:		Perforations: 0 (Pass)			BFS Statistics: Count: 12			Average: 38.1 mm			Maximum BFS: 40.0 mm			kt: 1.568			SL Dev.: 1.62 mm		

Shot Number	Sample 7 Size: C5			Sample 8 Size: C5			Sample 8 Size: C5			Sample 8 Size: C5									
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm) Note							
1	1429.2	0	33.0	1434.7	0	35.0	1446.6	0	34.0	1450.3	0	34.0							
2	1451.4	0	34.0	1445.1	0	35.0	1450.3	0	35.0	1450.3	0	35.0							
3	1437.2	0	32.0	1437.2	0	34.0	1444.9	0	35.0	1436.2	0	35.0							
4	1450.1	0		1431.0	0		1448.4	0		1452.6	0								
5	1460.3	0		1442.0	0		1445.9	0		1449.1	0								
6	1442.4	0		1447.2	0		1444.7	0		1452.0	0								
7																			
8																			
Summary:		Perforations: 0 (Pass)			BFS Statistics: Count: 12			Average: 34.3 mm			Maximum BFS: 35.0 mm			kt: 1.568			SL Dev.: 0.97 mm		

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COMPLIANCE TEST REPORT

NIJ Standard-0101.06
July 2008

Perforation and BFS Summary Data

Report Number: X002-041 Test ID: FOR09-999968 Report Date: 01/26/10
 Manufacturer: ForceOne Model Designation: XPLA-3A-11 NIJ Armor Type: 3A

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

Shot Number	Sample 21 Size: C1				Sample 22 Size: C5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1429.2	0	25.6		1424.7	0	28.0	
2	1425.1	0	24.4		1432.5	0	29.1	
3	1422.3	0	25.0		1424.5	0	28.0	
4	1434.1	0			1426.3	0		
5	1424.9	0			1427.6	0		
6	1420.9	0			1419.0	0		
7								
8								
Summary:	Perforations: 0 (Pass) Maximum BFS: 28.0 mm (per requirements)				Perforations: 0 (Pass) Maximum BFS: 29.1 mm (per requirements)			

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

Shot Number	Sample 23 Size: C1				Sample 24 Size: C5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1355.7	0	25.0		1342.6	0	25.0	
2	1358.1	0	25.0		1369.9	0	24.0	
3	1367.4	0	22.0		1367.2	0	24.0	
4	1357.1	0			1368.7	0		
5	1345.4	0			1388.7	0		
6					1360.2	0		
7								
8								
Summary:	Perforations: 0 (Pass) Maximum BFS: 25.0 mm (per requirements)				Perforations: 0 (Pass) Maximum BFS: 25.0 mm (per requirements)			

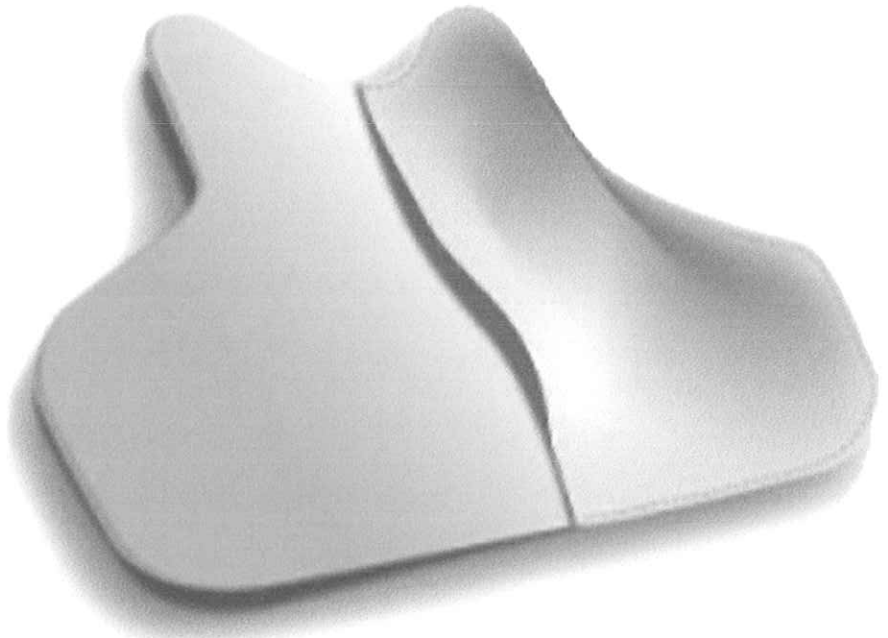
Overall P-BFS Summary

Perforations: This requirement is for all P-BFS tested samples - New and Conditioned
 0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8.

Backface Signature: This requirement is for New armors only
 Maximum BFS: 40.0 mm

This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.

Compliance Test Report revision 4 (2009-08-02) / R version 2.7.1 (2008-06-23) / MS Excel version 11.0 / Operating System version Windows (32-bit) NT 5.01



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COMPLIANCE TEST REPORT**

NIJ Standard-0101.06
July 2008

Ballistic Limit Summary Data

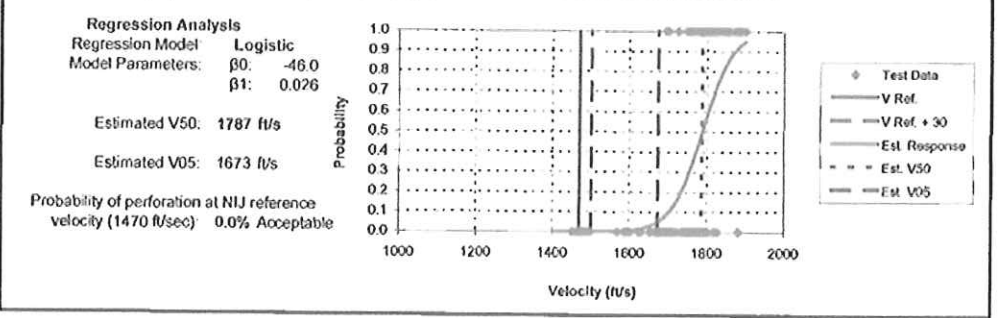
Report Number: X002-041 Test ID: FOR09-999968 Report Date: 01/26/10
 Manufacturer: ForceOne Model Designation: XPLA-3A-11 NIJ Armor Type: 3A

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

Shot Number	Sample 11			Sample 11			Sample 12			Sample 12			Sample 13		
	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf
	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note
1	1497.7	0		1462.6	0		1471.0	0		1452.6	0		1481.9	0	
2	1593.9	0		1598.0	0		1629.5	0		1628.9	0		1601.3	0	
3	1691.5	0		1669.4	0		1688.9	0		1689.5	0		1688.6	0	
4	1795.7	0		1785.7	0		1769.0	0		1801.8	1		1794.0	0	
5	1883.9	1		1870.2	1		1848.4	1		1763.0	1		1825.8	1	
6	1850.8	1		1813.9	1		1804.4	1		1699.5	0		1773.4	1	
7	1793.72	1		1793.4	1		1770.85	0		1758.09	0		1760.25	1	
8	1755.62	1		1743.68	0		1795.01	0		1798.56	0		1722.65	0	
9	1692.05	0		1797.59	0		1849.8	1		1848.43	1		1765.54	0	
10	1748.25	0		1834.53	1		1801.8	1		1772.42	1		1780.94	0	
11	1795.01	1		1795.65	1		1760.87	0		1724.44	1		1815.21	1	
12	1746.72	0		1752.85	0		1801.15	0		1712.33	0		1817.52	0	
13															
14															
15															

Shot Number	Sample 13			Sample 14			Sample 14			Sample 15			Sample 15		
	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf
	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note	Avg. Vel. (ft/sec)	(Y=1/N=0)	Note
1	1474.7	0		1465.6	0		1491.4	0		1481.3	0		1480.6	0	
2	1600.3	0		1599.7	0		1587.6	0		1568.1	0		1600.3	0	
3	1692.9	1		1699.5	1		1681.5	0		1665.6	0		1676.4	0	
4	1654.3	0		1629.5	0		1749.8	0		1761.5	0		1782.8	0	
5	1704.4	0		1699.8	1		1849.5	1		1879.3	1		1842.6	1	
6	1738.8	0		1625.2	0		1788.9	1		1851.2	1		1820.2	1	
7	1795.01	0		1674.2	0		1765.64	0		1798.24	0		1740.95	0	
8	1843.32	1		1765.85	0		1794.04	1		1820.17	1		1795.01	0	
9	1797.59	1		1799.53	1		1782.21	1		1775.88	0		1826.48	0	
10	1735.81	0		1746.72	1		1696.07	0		1656.32	1		1882.18	0	
11	1805.38	1		1708.82	0		1743.68	0		1801.48	0		1899.7	1	
12	1758.4	0		1758.4	0		1848.77	1		1872.31	1		1887.86	1	
13															
14															
15															

Summary: Total Usable Shots: 120 Acceptable Perforations below 1500 ft/s: 0 Acceptable
 Perforations (Complete Penetrations): 45 Acceptable
 Stops (Partial Penetrations): 75 Good



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COMPLIANCE TEST REPORT**

NIJ Standard-0101.06
July 2008

Ballistic Limit Summary Data

Report Number: X002-041 Test ID: FOR09-99969 Report Date: 01/26/10
 Manufacturer: ForceOne Model Designation: XPLA-3A-11 NIJ Armor Type: 3A

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

Shot Number	Sample 16			Sample 16			Sample 17			Sample 17			Sample 18		
	Front	Panel	Note	Back	Panel	Note	Front	Panel	Note	Back	Panel	Note	Front	Panel	Note
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1449.1	0		1452.9	0		1456.9	0		1444.5	0		1465.0	0	
2	1555.5	0		1561.3	0		1560.5	0		1507.6	0		1537.3	0	
3	1612.1	1		1667.8	1		1619.7	1		1612.6	0		1654.8	1	
4	1531.2	0		1561.8	0		1560.8	0		1711.5	0		1569.4	0	
5	1600.3	1		1606.4	0		1639.0	1		1774.6	1		1666.4	1	
6	1520.5	0		1672.0	1		1561.0	0		1701.8	1		1619.2	0	
7	1610.05	0		1635	0		1635.32	1		1678.13	1		1668.34	1	
8	1615.51	0		1618.12	0		1591.34	0		1580.78	0		1562.41	0	
9	1697.51	1		1627.34	0		1621.6	0		1671.96	1		1632.12	0	
10	1633.19	1		1704.16	1		1701.26	0		1623.11	1		1678.13	1	
11	1584.64	0		1657.55	0		1715.85	0		1558.12	0		1646.09	1	
12	1657.55	1		1707.07	1		1760.56	1		1598.47	0		1594.64	0	
13															
14															
15															

Shot Number	Sample 18			Sample 19			Sample 19			Sample 20			Sample 20		
	Back	Panel	Note	Front	Panel	Note	Back	Panel	Note	Front	Panel	Note	Back	Panel	Note
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1461.1	0		1448.2	0		1402.9	0		1407.3	0		1420.9	0	
2	1567.4	1		1552.1	1		1431.6	0		1485.4	0		1485.4	0	
3	1476.5	0		1492.8	0		1522.1	0		1556.9	1		1528.1	0	
4	1573.8	0		1549.2	0		1587.3	0		1509.2	0		1604.6	0	
5	1612.4	1		1581.3	1		1634.5	1		1566.2	1		1658.1	1	
6	1539.9	0		1513.8	0		1624.2	1		1511.3	0		1626.0	0	
7	1635.32	1		1622.32	1		1594.13	0		1550.87	0		1687.19	0	
8	1609.53	0		1559.33	0		1612.64	1		1586.55	0		1736.41	0	
9	1617.86	0		1609.01	0		1616.81	0		1619.96	1		1782.21	1	
10	1690.05	0		1632.65	0		1618.38	1		1601.28	0		1746.11	1	
11	1736.71	1		1666.11	0		1574.8	0		1633.99	0		1688.33	0	
12	1707.94	1		1705.03	1		1617.6	0		1657.83	0		1749.17	0	
13															
14															
15															

Summary: Total Usable Shots: 120 Good Perforations below 1460 ft/s: 0 Acceptable
 Perforations (Complete Penetrations): 42 Acceptable
 Stops (Partial Penetrations): 78 Acceptable

Test Data and Regression Model

Regression Analysis
 Regression Model: Logistic
 Model Parameters: β_0 : -29.1 β_1 : 0.018

Estimated V50: 1651 ft/s
 Estimated V05: 1484 ft/s

Probability of perforation at NIJ reference velocity (1470 ft/sec): 2.0% Acceptable

Legend:
 ♦ Test Data
 — V Ref.
 — V Ref. + 30
 — Est. Response
 - - - Est. V50
 — Est. V05

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COMPLIANCE TEST REPORT**

NIJ Standard-0101.06
July 2008

Ballistic Limit Summary Data

Report Number: X002-041 Test ID: FOR09-999968 Report Date: 01/26/10
 Manufacturer: ForceOne Model Designation: XPLA-3A-11 NIJ Armor Type: 3A

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

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

Shot Number	Sample 25 Front Panel			Sample 25 Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1436.4	0		1420.1	0	
2	1555.0	0		1559.1	0	
3	1670.8	0		1679.3	0	
4	1735.8	0		1714.1	0	
5	1809.6	1		1837.2	1	
6	1767.1	1		1746.1	0	
7	1744.59	0		1807.34	1	
8	1771.17	0		1823.15	0	
9	1817.85	1		1841.28	1	
10	1750.39	1		1786.03	1	
11	1768.03	0		1730.7	0	
12	1768.97	0		1769.6	0	
13						
14						
15						

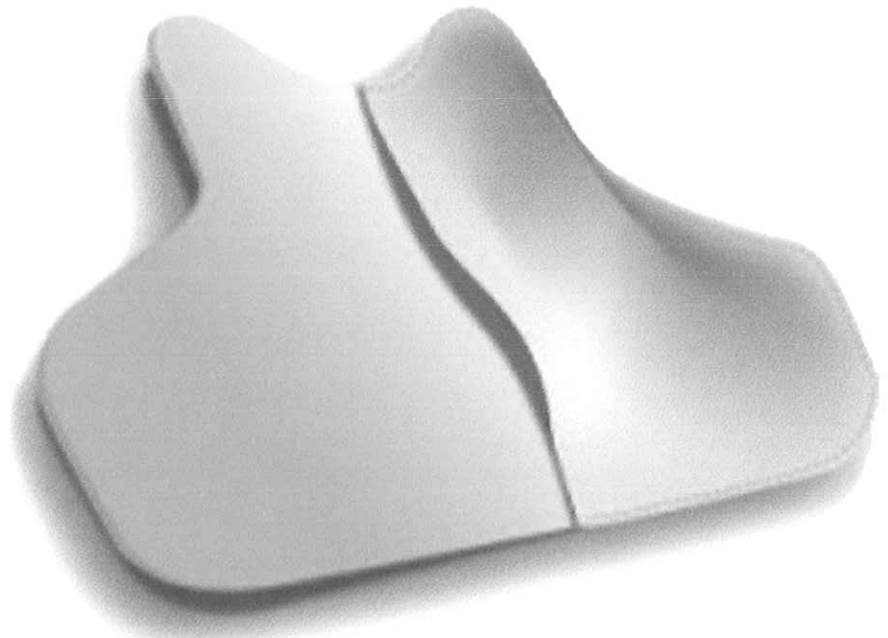
Shot Num	Sample 26 Front Panel			Sample 26 Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1364.6	0		1335.5	0	
2	1436.2	0		1454.1	0	
3	1545.8	0		1555.5	1	
4	1628.1	0		1483.0	0	
5	1728.9	1		1557.6	1	
6	1686.1	1		1467.4	0	
7	1667.5	1		1537.99	0	
8	1616.29	1		1601.28	0	
9	1583.53	1		1657.55	1	
10	1545.6	0		1604.62	1	
11	1584.28	0		1551.11	0	
12	1624.17	1		1609.53	0	
13						
14						
15						

Summary:
 Total Usable Shots: 24 Acceptable
 Perforations (CP): 8
 Stops (PP): 16
 Perforations below 1440 ft/s: 0 Acceptable
 Regression Analysis
 Regression Model: Logistic
 Model Parameters: β_0 : -80.9
 β_1 : 0.045

Summary:
 Total Usable Shots: 24 Acceptable
 Perforations (CP): 10
 Stops (PP): 14
 Perforations below 1370 ft/s: 0 Acceptable
 Regression Analysis
 Regression Model: Logistic
 Model Parameters: β_0 : -46.4
 β_1 : 0.029

Overall Ballistic Limit Summary	
Perforations below $V_{ref} + 30$ ft/sec:	0 <u>This requirement is for all Ballistic Limit tested samples - New and Conditioned</u> This armor model meets the low perforation velocity performance requirements of NIJ Standard-0101.06 Section 7.9.5.
Probability of perforation at the P-BFS reference velocity	<u>This requirement is for New armors only</u>
Threat 1:	0.0%
Threat 2:	2.0%
This armor model meets the estimated V05 performance requirements of NIJ Standard-0101.06 Section 7.9.5.	

Compliance Test Report revision 4 (2009-08-02) / R version 2.7.1 (2008-05-23) / MS Excel version 11.0 / Operating System version Windows (32-bit) NT 5.01



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 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED:
06/21/2012

BID OPENING DATE: 07/17/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-08		
POLICE PROTECTION EQUIPMENT						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE TACTICAL BULLET PROOF VESTS, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. SPECIFICATIONS FOR DPS1244						
4. SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at

the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: July 5, 2012 at 5:00 pm

Submit Questions to: Tara Lyle/File 32
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305
 Fax: 304-558-4115
 Email: Tara.L.Lyle@wv.gov

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal or expression of interest as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: July 17, 2012 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term for Open End, Service, and Similar Contracts

Initial Contract Term: This Contract becomes effective on
award _____ and extends for a period of
one _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

4. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

- [] **Combined Service and Goods:** ~~The scope of the service and deliverable goods to be provided~~ will be more clearly defined in the specifications included herewith.
- [] **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
5. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
6. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- [] **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- [] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- [] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

8. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
9. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
10. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
n/a for n/a. This
clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
14. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
15. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not

appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

16. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
17. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
18. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
19. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
20. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
21. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
22. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
23. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
24. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
25. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

34. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
35. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
36. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
37. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
38. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
39. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

45. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
46. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
47. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
48. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
49. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical

information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

DPS 1244

Each Tactical Ballistic Vest shall include:

Tactical ballistic vest
 Ballistic throat protection
 Detachable ballistic collar
 Ballistic shoulder protection
 Pull down ballistic groin protection
 Ballistic upper arm/bicep protection
 Ballistic side protection minimum of (6" x 10")
 Spacer mesh inserts
 6 pouch set
 Police ID's for front, back and upper arm
 Level III polyethylene ballistic plate

Specifications for the vests and accessories are as follows:

- Carrier must have internal cummerbund system with adjustable side and shoulder closures
- Carrier must have exterior made of 1,000 Denier Cordura or equal material
- Carrier must include officer rescue strap and modular webbing attachment system (MOLLE)
- Carrier must include a detachable Dual Weapon Retention System, located in both shoulder areas of the front of the carrier, that adjusts in vertical and horizontal directions
- Carrier must include a 12" x 8.5" External; Top Loading Auxiliary Pouch
- Carrier must include a dual Radio Wire Channel, which allows for the mounting of a radio on the rear portion of the carrier and feeding of the microphone handset wire through a hidden channel to the front of the carrier.
- Carrier must include two detachable Shoulder Mounted D-Rings
- Carrier must include Dual External Top Loading Plate Pockets (Front and Rear), which allows for the insertion of 8" x 10" or 10" x 12" special threat plates from an external, top loading orientation.
- Carrier must include a detachable pull down groin protection
- Carrier must include a detachable Spacer-Mesh™ Padding System or equal, to allow for greater airflow and cushioning
- All ballistic panels in the vest and components must be the exact same construction
- Ballistic panels must be no more than 1.15 lbs/sqft
- Ballistic panels must be manufactured using patented CORE Matrix Technology or equal material from Twaron or equal
- Ballistic panels must have a "certified" trauma of no more than 27.58mm for the .357 Sig NIJ test round

- ⊗ Ballistic panels must be secured in the panel covering using the patented Grip Lok or equal system
- ⊗ Ballistic panels must be tested in the C1-C5 template sizes
- ⊗ All ballistic items must conform to the current NIJ standards
- ⊗ No company that has had a vest previously listed on the NIJ CPL Advisory List for Non-Compliance or any kind of Safety Advisory will be considered
- ⊗ Ballistic panels must have tested for DHS protocols
- ⊗ Ballistic panels must have been demonstrated to stop one round of the FN 5.7x28 SS195 HollowPoint with a velocity of 2079 fps with a trauma of no more than 15mm
- ⊗ Ballistic panels must have been demonstrated to stop one round of the S&W 500 MAG Hornady XTP with a velocity of 1223 fps with a trauma of no more than 32mm
- ⊗ Ballistic panels must have a v50 for the .357 SIG no less than 1909 fps
- ⊗ Ballistic panels must not have a decrease in v50 for the .357 SIG greater than 4.8% from when the panel is tested in the "new" to "conditioned" state
- ⊗ Ballistic panels must not have a decrease in v50 for the .44 MAG greater than 5% from when the panel is tested in the "new" to "conditioned" state
- ⊗ The hard armor plates must be made by the same manufacturer as the ballistic vest. With no buy/sell from any other manufacturer
- ⊗ The hard armor plates must be tested and compliant under the NIJ 0101.06 standard for Level III Stand-Alone armor
- ⊗ The hard armor plate must be manufactured in a "shooters" cut, to allow for an operator to fully extend/lock out arms in a shooting stance
- ⊗ The hard armor plate must be made with a multi-curve shape
- ⊗ The hard armor plate must be made out of 100% polyethylene material, with a weight of no more than 3.1 lbs
- ⊗ The hard armor plate must be independently tested for six (6) impacts of the 7.62x39mm 123 grain Mild Steel Core round

Delivery:

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

Miscellaneous:

If providing a quote for an equal product, Vendors should include pertinent product information for the product(s) with the bid. The quantities listed on the attached bid form are estimations for evaluation purposes. More or less may be purchased by agency.

Award:

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