

This Response was submitted on-line via the WVOasis Purchasing Portal. The copy enclosed is also uploaded to Galls LLC response and is a hard copy for your records.

Thank you,

Robbie Smith

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Smith-robert@galls.com



01/06/15 09:52:37
West Virginia Purchasing Division



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

State of West Virginia
Request for Quotation
31 — Public Safety

Proc Folder: 50832

Doc Description: Body Armor

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-04	2015-01-06 13:30:00	CRFQ 0612 DPS1500000008	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Galls, LLC
1340 Russell cave Road
Lexington KY 40505
600-870-4242 x 2170

ORIGINAL

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Signature X

FEIN # 20-3545999

DATE 12/4/14

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bullet proof vests	100.00000	EA	\$719. ⁰⁰	\$719,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
46181502	Point Blank	Alpha Elite AXII, Level II w/ 2 Hi Lite carriers, 1 5x8 Soft Trauma, + 1 5x8 IIIA Speed Threat Plate	

Extended Description :

The WV Purchasing Division for the agency, WV State Police, is soliciting bids for an open-end contract to provide body armor for the WV State Police, the WV Division of Natural Resources Police and the WV Division of Protective Services (Capitol Police), per the attached specifications.

Level II Body Armor-See attached specifications

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Bullet proof vests	100.00000	EA	\$822. ⁰⁰	\$82,200. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
46181502	Point Blank	Alpha Elite AXIIIA, Level IIIA w/ 2 Hi Lite carriers, 1 5x8 Soft Trauma, + 1 5x8 Speed Threat Plate	

Extended Description :

Level IIIA Body Armor-See attached specifications

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Bullet proof vests	100.00000	EA	\$109. ⁰⁰	\$10,900. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
46181502	Galls	Tactical Body Armor carrier	BP1000

Extended Description :

Tactical Outer Carrier

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Bullet proof vests	100.00000	EA	\$ 15.00	\$ 1,500.00

Comm Code	Manufacturer	Specification	Model #
46181502	Galls / Point Blank	Hi Lite Concealable carrier Fit	BP508 / HLN00H0

Extended Description :

Concealable Carriers

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE		WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE	
SOUTH CHARLESTON	WV25309	SOUTH CHARLESTON	WV 25309
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Bullet proof vests	100.00000	EA	\$ 77.00	\$ 7,700.00

Comm Code	Manufacturer	Specification	Model #
46181502	Galls	Custom per specifications	

Extended Description :

Gunshot Medical Kit affixed to the Body Armor

DPS1500000008	Document Phase Final	Document Description Body Armor	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
CRFQ – DPS1500000008 - Level II and Level IIIA Body Armor

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police, West Virginia Natural Resources Police and the Division of Protective Services (Capitol Police) to establish an open-end contract for Level II and Level IIIA Body Armor.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ – DPS1500000008.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Contract Item No. 1 - Level II Body Armor**
 - 3.1.1.1 Level II Body Armor is intended for the use by male and female officers of the agency. The vest shall be worn comfortably while being concealed under a uniform shirt. Vest shall protect against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vest with applicable options and colors as ordered for male or female officers.

Vest shall be certified under the NIJ Standard-0101-06 for Bullet Resistant Body Armor Threat Level II. Bids based on body armor models made by manufacturers other than Point Blank/Alpha Elite, Survival Armor/Paragon6 and Second Chance/Summit SM02 must be clearly identified. Vendors should include a male and female sample, full

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CRFQ – DPS1500000008 - Level II and Level IIIA Body Armor

product description, drawings and/or photos, technical specifications, as well as a list of at least twenty five (25) law enforcement agencies currently using that model armor for reference and be available to perform a body armor demonstration (body armor shoot).

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

Only body armor models which have been tested by the National Institute of Justice (NIJ), National Law Enforcement Technology Center (NLETC) utilizing the methodology found in the NIJ Standard-0101-06 for bullet Resistant Body Armor, and found to comply with the NIJ Standard-0101-06 for Bullet Resistant Body Armor, for Level II Armor shall be submitted under this specification.

Models certified under earlier standards and grandfathered into compliance with the NIJ Standard-0101-06 for Bullet Resistant Body Armor will be rejected. Vendors must provide test results of any and all rounds that exceed NIJ Standard-0101-06 for Bullet Resistant Body Armor. This NIJ abbreviated testing is commonly known as "Special Threat" testing; testing of such rounds must be conducted by an NIJ approved laboratory.

APPLICABLE DOCUMENTS:

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

1. NIJ 2005 Interim Requirement for Bullet Resistant Body Armor
2. MIL-STD-662, V50 Ballistic Test for Armor
3. Federal Standard no. 751, Stitches, seams, and stitching.
4. ISO 9001:2008 certification
5. BA 9000:2012 certification
6. ANSI/ASQC-Q9000 Quality Standard, dated August 1, 1994
7. Additional Test reports of "Special Threat Testing from a certified NIJ Laboratory as required.

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CRFQ – DPS1500000008 - Level II and Level IIIA Body Armor

PURCHASE REQUIREMENTS: The successful bidder must be a recognized wholesaler/retailer which will travel to West Virginia State Police Headquarters/Procurement Division located in South Charleston, West Virginia as well as the West Virginia State Police Academy in Institute, WV, Troop 1 Headquarters in Shinnston, WV, Troop 2 Headquarters in Kearneysville, WV, Troop 3 Headquarters in Elkins, WV and Troop 6 Headquarters in Beckley, WV for measurements, fitting and service during regular business hours Monday through Friday.

DESIGN REQUIREMENTS:

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

The soft body armor shall be designed to provide:

1. Light and thin NIJ Standard-0101-06 for Bullet Resistant body armor in Level II
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide protection against the labeled projectiles in accordance with the NIJ Standard-0101-06 for Bullet Resistant Body Armor.

GENERAL DESIGN:

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing a matrix of two or more of the following. Honeywell Spectra Shield, Honeywell Gold Shield, Tex Tech Core Matrix Technology, Woven Aramid and Polyethylene UD fabrics and Dyneema or equal. There shall be no stitching completely through the entire ballistic panel(s), with the exception to tack at the panel's edges. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vest shall be designed and constructed to provide (1) light and thin NIJ Standard-0101-06 for Bullet Resistant Body Armor certified armor in Level II, (2) durability (3) ease of cleaning, (4) minimum restriction of motion or mobility and (5) the greatest amount of ballistic coverage consistent with comfort and concealment.

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Availability for four or six elastic straps with hook and pile fasteners shall provide proper

REQUEST FOR QUOTATION
CRFQ – DPS1500000008 - Level II and Level IIIA Body Armor

positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone and maintain concealment when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest area shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of a motor vehicle.

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

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

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels (1 front, 1 rear)
2. Two (2) complete washable concealable carriers OD Green in color or pre-approved color.
3. One (1) 5"x 8" soft trauma plate.
4. One (1) 5"x 8" level IIIA special threat plate

OPTIONS:

The following will be optional equipment that can be purchased:

1. Tactical outer carrier
2. Concealable washable carrier
3. Gunshot medical kit to include one tourniquet, one wound packing Gauze or Quikclot Combat Gauze or equal, duct tape, two occlusive dressings and one pair of nitrile gloves. The gunshot medical kit will be deployed from an integrated deployment pouch out of the concealable carrier or from a retrofit pouch that attaches to the concealable carrier.

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CRFQ – DPS1500000008 - Level II and Level IIIA Body Armor

BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of two or more of the following: Honeywell Spectra Shield, Honeywell Gold Shield, Tex Tech Core Matrix Technology, Woven Aramid and Polyethylene UD fabrics and Dyneema or equal. As the agency has selected these materials, any bids which represent products manufactured from other materials shall be approved prior to an award of the contract. Agency has final decision without an appeal process for their decision.

PANEL CONSTRUCTION:

The ballistic panels shall be constructed of a matrix of two or more of the following: Honeywell Spectra Shield, Honeywell Gold Shield, Tex Tech Core Matrix Technology, Woven Aramid and Polyethylene UD fabrics and Dyneema, or equal. There shall be no stitching completely through the entire ballistic panel(s) with the exception to takes at the panels edges.

All vests, which are submitted, shall represent armor, which in layer count is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected. If the manufacturer contends that such feathering of the armor is advantageous, then the armor shall be tested utilizing the least number of layers, which exist in any part of the ballistic package. Failure to submit such testing shall be cause for rejection.

It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to areal density, therefore a vest section of 12"x 12" (one square foot) (30.5 cm X 30.5 cm) must not exceed the following:

Threat Level	Maximum Weight	Maximum Thickness
II	.79 lbs. sq. ft.	.19 inches

BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 Test reports for the vest being offered. The V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard-0101-

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06 for Bullet Resistant Body Armor 9mm 124 grain FMJ RN and .357 Magnum 158 grain JSP test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) Laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement technology Center (NLETC) for testing in accordance with NIJ Standard-0101-06 for Bullet Resistant Body Armor. Models grandfathered into compliance with NIJ Standard-0101-06 will be rejected. The vest must be tested under protocol contained in the NIJ Standard-0101-06 for Bullet resistant Body Armor. The V50 test shall be against clay backing. V50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V50 testing is accomplished with clay backing. Failure to provide certification shall be cause for rejection.

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

Threat Level	Bullet Description	V50 Velocity (Minimum)
II	9MM 124 Grain FMJ RN	1305 ft/s +/- 30 ft/s
II	.357 Magnum 158 Grain JSP	1430 ft/s +/- 30 ft/s

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

Threat Level	Bullet Description	Relative Performance Index (RPI Minimum)
II	9MM 124 Grain FMJ RN	1305 ft/s +/- 30 ft/s
	.357 Magnum 158 Grain JSP	1430 ft/s +/- 30 ft/s

Trauma Performance (BFS)

Blunt Trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature results of NIJ Standard-0101-06 for Bullet Resistant Armor certification test reports shall reflect BFS no higher than:

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Threat Level	Bullet Description	Back Face Signature (BFS Maximum)
II	9MM 124 Grain FMJ RN	44mm
II	.357 Magnum 158 Grain JSP	44mm

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

LABELING

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

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard-0101-06 for Bullet Resistant Body Armor. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacturer
2. Level of Protection
3. NIJ Standard-0101-06 for Bullet Resistant Body Armor
4. Date of fabrication
5. Size
6. Serial Number
7. Model of Vest
8. Care instructions
9. Lot number

BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall rip stop with TPU coating or dual covered 2 ply 70 denier textured nylon ripstop and TPU lamination system or equal. Inner cover material must be stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

VEST OUTER CARRIER MATERIAL

Removable carrier-ns-carrier

The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers integrated into the outside of the garment. Carrier shall come with fixed waist and shoulder straps. Carrier shall come with (I) set of straps. Outer vest material shall be poly-cotton or micro mini-rip or equal. The inner carrier material shall be Akwadyne Mesh or equal. Male and female carriers shall have both a 7X9 and 5X8 pockets on the front and rear of the carrier. All fabrics shall have no visible fabric or color flaws.

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TRAUMA INSERT

A trauma reduction insert constructed of bullet resistant material cut five inch by eight inch shall be provided. The trauma reduction insert shall be placed in a sealed nylon cover.

QUALITY CONTROL

The manufacturer must maintain a quality program certified under the ISO 9001 certification program by an accredited registrar under the accreditation of the Registrar Accreditation Board. The scope of the certification must include the Design and Manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant vests, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields and other police and military apparel, and narcotic identification systems.

The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The manufacturer must have the capability of performing testing in accordance with MIL-STD-662 and NIJ Standard-0101-06 for Bullet Resistant Body Armor. Procedures for lot testing of incoming raw materials and in process samples must be incorporated into the quality control system. All incoming ballistic material shall undergo V-50 ballistic lot test in accordance with MIL-STD-662. Every vest panel manufactures shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

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

A copy of the Certificate of Accreditation, as well as the manufactures quality control program must be submitted prior to the award.

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SERIAL NUMBERS

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

LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard-0101-06 for Bullet Resistant Body Armor for backing material.

MEASUREMENT AND FITTING

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

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

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

FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations 30 days after the original shipment of the product at no charge.

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PRODUCT LIABILITY INSURANCE

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

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

The alteration of ballistic panels by anyone other than the manufacturer in any way shall render the warranty void.

REMOVABLE COVERS:

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

PACKAGING

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

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

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

DOCUMENTATION

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

1. Models must be clearly identified and shall include:
 - a. Full product description
 - b. Complete bid sample, male and female
 - c. Drawings and/or photographs
 - d. Technical specifications
2. Manufacturers bidding direct must provide a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
3. Compliance with NIJ Standard-0101-06 for bullet Resistant Body Armor and test reports from an accredited laboratory for the vest being certified under the NIJ 2005 Interim Requirement and not grandfather in under earlier standards.

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a. Any ballistic rounds tested above and beyond the required NIJ Standard-0101-06 for Bullet Resistant body Armor standard for requested threat level requires a report from a NIJ Certified Laboratory. Any Bidder that does not provide such documentation will be rejected.

4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.

NIJ Standard-0101-06

a. Test Reports must be submitted for the entire ballistic package.

b. Test reports must be submitted for incoming materials, which are utilized in the ballistic package.

5. Chemical test reports certifying use of Akwadyne fabric treatment

6. The ability to trace serial numbers.

7. The layer count of the vest must be uniform throughout the entire ballistic package. If not, test reports must be submitted for the vest utilizing the least amount of layers.

8. Quality Control Procedures a. Incoming materials b. Lay-up configuration c. In-process configuration d. Testing verification e. Inspection of ballistic panel stitching f. Random final product inspection and continuous in-process surveillance.

9. Product Liability Insurance providing a minimum coverage of \$20,000,000.

10. Documentation stating a 5-year ballistic passage warranty

11. Documentation stating a 12-month cover warranty

12. ISO-9001 Certificate

3.1.2 Contract Item No. 2 - Level IIIA Body Armor

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

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Vest shall be certified under the NIJ Standard-0101-06 for Bullet Resistant Body Armor Threat Level IIIA. Bids based on body armor models made by manufacturers other than Point Blank/Alpha Elite, Survival Armor/Paragon6 and Second Chance/Summit SM02 must be clearly identified. Vendors should include a male and female sample, full product description, drawings and/or photos, technical specifications, as well as a list of at least twenty five (25) law enforcement agencies currently using that model armor for reference and be available to perform a body armor demonstration (body armor shoot).

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

Only body armor models which have been tested by the National Institute of Justice (NIJ), National Law Enforcement Technology Center (NLETC) utilizing the methodology found in the NIJ Standard-0101-06 for bullet Resistant Body Armor, and found to comply with the NIJ Standard-0101-06 for Bullet Resistant Body Armor, for Level IIIA Armor shall be submitted under this specification.

Models certified under earlier standards and grandfathered into compliance with the NIJ Standard-0101-06 for Bullet Resistant Body Armor will be rejected. Vendors must provide test results of any and all rounds that exceed NIJ Standard-0101-06 for Bullet Resistant Body Armor. This NIJ abbreviated testing is commonly known as "Special Threat" testing; testing of such rounds must be conducted by an NIJ approved laboratory.

APPLICABLE DOCUMENTS:

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

1. NIJ 2005 Interim Requirement for Bullet Resistant Body Armor
2. MIL-STD-662, V50 Ballistic Test for Armor
3. Federal Standard no. 751, Stitches, seams, and stitching.
4. ISO 9001:2008 certification
5. BA 9000:2012 certification

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6. ANSI/ASQC-Q9000 Quality Standard, dated August 1, 1994
7. Additional Test reports of "Special Threat Testing from a certified NIJ Laboratory as required.

PURCHASE REQUIREMENTS: The successful bidder must be a recognized wholesaler/retailer which will travel to West Virginia State Police Headquarters/Procurement Division located in South Charleston, West Virginia as well as the West Virginia State Police Academy in Institute, WV, Troop 1 Headquarters in Shinnston, WV, Troop 2 Headquarters in Kearneysville, WV, Troop 3 Headquarters in Elkins, WV and Troop 6 Headquarters in Beckley, WV for measurements, fitting and service during regular business hours Monday through Friday.

DESIGN REQUIREMENTS:

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

The soft body armor shall be designed to provide:

1. Light and thin NIJ Standard-0101-06 for Bullet Resistant body armor in Level IIIA
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.
5. Provide protection against the labeled projectiles in accordance with the NIJ Standard-0101-06 for Bullet Resistant Body Armor.

GENERAL DESIGN:

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing a matrix of two or more of the following. Honeywell Spectra Shield, Honeywell Gold Shield, Tex Tech Core Matrix Technology, Woven Aramid and Polyethylene UD fabrics and Dyneema or equal. There shall be no stitching completely through the entire ballistic panel(s), with the exception to tack at the panel's edges. The soft body armor shall be designed for regular daily wear as an undergarment. Therefore, vest shall be designed and constructed to provide (1) light and thin NIJ Standard-0101-06 for Bullet Resistant Body Armor certified armor in Level IIIA, (2) durability (3) ease of cleaning, (4) minimum restriction of motion or mobility and (5) the greatest amount of ballistic coverage consistent with comfort and concealment.

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

The front ballistic panel shall cover the chest approximately up to the collar bone and maintain concealment when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest area shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of a motor vehicle.

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

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

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels (1 front, 1 rear)
2. Two (2) complete washable concealable carriers OD Green in color or pre-approved color.
3. One (1) 5"x 8" soft trauma plate.
4. One (1) 5"x 8" level IIIA special threat plate

OPTIONS:

The following will be optional equipment that can be purchased:

1. Tactical outer carrier
2. Concealable washable carrier
3. Gunshot medical kit to include one tourniquet, one wound packing Gauze or Quikclot Combat Gauze or equal, duct tape, two occlusive dressings and one pair of nitrile gloves. The gunshot medical kit will be deployed from an integrated deployment pouch out of the concealable carrier or from a retrofit pouch that attaches to the concealable carrier.

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BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of two or more of the following: Honeywell Spectra Shield, Honeywell Gold Shield, Tex Tech Core Matrix Technology, Woven Aramid and Polyethylene UD fabrics and Dyneema or equal. As the agency has selected these materials, any bids which represent products manufactured from other materials shall be approved prior to an award of the contract. Agency has final decision without an appeal process for their decision.

PANEL CONSTRUCTION:

The ballistic panels shall be constructed of a matrix of two or more of the following: Honeywell Spectra Shield, Honeywell Gold Shield, Tex Tech Core Matrix Technology, Woven Aramid and Polyethylene UD fabrics and Dyneema or equal. There shall be no stitching completely through the entire ballistic panel(s) with the exception to takes at the panels edges.

All vests, which are submitted, shall represent armor, which in layer count is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected. If the manufacturer contends that such feathering of the armor is advantageous, then the armor shall be tested utilizing the least number of layers, which exist in any part of the ballistic package. Failure to submit such testing shall be cause for rejection.

It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to areal density, therefore a vest section of 12"x 12" (one square foot) (30.5 cm X 30.5 cm) must not exceed the following:

Threat Level	Maximum Weight	Maximum Thickness
IIIA	1.05 lbs. sq. ft.	.25 inches

BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 Test reports for the vest being offered. The V50 test reports for the vest being offered. The V50 test shall be

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performed in accordance with MIL-STD-662F using NIJ Standard-0101-06 for Bullet Resistant Body Armor .357 Sig 125 grain FMJ FN and .44 Magnum 240 grain SJHP test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) Laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement technology Center (NLETC) for testing in accordance with NIJ Standard-0101-06 for Bullet Resistant Body Armor. Models grandfathered into compliance with NIJ Standard-0101-06 will be rejected. The vest must be tested under protocol contained in the new NIJ Standard-0101-06 for Bullet resistant Body Armor. The V50 test shall be against clay backing. V50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing. Failure to provide certification shall be cause for rejection.

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

Threat Level	Bullet Description	V50 Velocity (Minimum)
IIIA	.357 Sig 125 Grain FMJ FN	1470 ft/s +/- 30 ft/s
IIIA	.44 Magnum 240 Grain SJHP	1430 ft/s +/- 30 ft/s

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

Threat Level	Bullet Description	Relative Performance Index (RPI Minimum)
IIIA	.357 Sig 125 Grain FMJ FN	1470 ft/s +/- 30 ft/s
IIIA	.44 Magnum 240 Grain SJHP	1430 ft/s +/- 30 ft/s

Trauma Performance (BFS)

Blunt Trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature results of NIJ Standard-0101-06 for Bullet Resistant Armor certification test reports shall reflect BFS no higher than:

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Threat Level	Bullet Description	Back Face Signature (BFS Maximum)
IIIA	.357 Sig 125 Grain FMJ FN	44mm
IIIA	.44 Magnum 240 Grain SJHP	44mm

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

LABELING

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

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard-0101-06 for Bullet Resistant Body Armor. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacturer
2. Level of Protection
3. NIJ Standard-0101-06 for Bullet Resistant Body Armor
4. Date of fabrication
5. Size
6. Serial Number
7. Model of Vest
8. Care instructions
9. Lot number

BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall rip stop with TPU coating or dual covered 2 ply 70 denier textured nylon ripstop and TPU lamination system or equal. Inner cover material must be stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

VEST OUTER CARRIER MATERIAL

Removable carrier-ns-carrier

The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers or Velcro integrated into the outside of the garment. Carrier shall come with fixed waist and shoulder straps. Carrier shall come with (1) set of straps. Outer vest material shall be poly-cotton or micro mini-rip or pre-approved equal. The inner carrier material shall be Akwadyne Mesh or equal. Male and female carriers shall have both a 7"x9" and 5"x8" pockets on the front and rear of the carrier. All fabrics shall have no visible fabric or color flaws.

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TRAUMA INSERT

A trauma reduction insert constructed of bullet resistant material cut five inch by eight inch shall be provided. The trauma reduction insert shall be placed in a sealed nylon cover.

QUALITY CONTROL

The manufacturer must maintain a quality program certified under the ISO 9001 certification program by an accredited registrar under the accreditation of the Registrar Accreditation Board. The scope of the certification must include the Design and Manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant vests, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields and other police and military apparel, and narcotic identification systems.

The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The manufacturer must have the capability of performing testing in accordance with MIL-STD-662 and NIJ Standard-0101-06 for Bullet Resistant Body Armor. Procedures for lot testing of incoming raw materials and in process samples must be incorporated into the quality control system. All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662. Every vest panel manufactures shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

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

A copy of the Certificate of Accreditation, as well as the manufactures quality control program must be submitted prior to the award.

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SERIAL NUMBERS

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

LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on clay backing which meets the requirements of NIJ Standard-0101-06 for Bullet Resistant Body Armor for backing material.

MEASUREMENT AND FITTING

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

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

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

FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations 30 days after the original shipment of the product at no charge.

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PRODUCT LIABILITY INSURANCE

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

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

The alteration of ballistic panels by anyone other than the manufacturer in any way shall render the warranty void.

REMOVABLE COVERS:

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

PACKAGING

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

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

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

DOCUMENTATION

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

1. Models must be clearly identified and shall include:

- a. Full product description
- b. Complete bid sample, male and female
- c. Drawings and/or photographs
- d. Technical specifications

2. Manufacturers bidding direct must provide a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.

3. Compliance with NIJ Standard-0101-06 for bullet Resistant Body Armor and test reports from an accredited laboratory for the vest being certified under the NIJ 2005 Interim Requirement and not grandfather in under earlier standards.

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a. Any ballistic rounds tested above and beyond the required NIJ Standard-0101-06 for Bullet Resistant body Armor standard for requested threat level requires a report from a NIJ Certified Laboratory. Any Bidder that does not provide such documentation will be rejected.

4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.

NIJ Standard-0101-06

a. Test Reports must be submitted for the entire ballistic package.

b. Test reports must be submitted for incoming materials, which are utilized in the ballistic package.

5. Chemical test reports certifying use of Akwadyne or equal fabric treatment

6. The ability to trace serial numbers.

7. The layer count of the vest must be uniform throughout the entire ballistic package. If not, test reports must be submitted for the vest utilizing the least amount of layers.

8. Quality Control Procedures a. Incoming materials b. Lay-up configuration c. In-process configuration d. Testing verification e. Inspection of ballistic panel stitching f. Random final product inspection and continuous in-process surveillance.

9. Product Liability Insurance providing a minimum coverage of \$20,000,000.

10. Documentation stating a 5-year ballistic passage warranty

11. Documentation stating a 12-month cover warranty

12. ISO-9001 Certificate

National Institute of Justice (NIJ) 0101-06 are attached to this document.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by [completing unit price, extended price and total as well as all vendor information]. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 60 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all

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emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Robbie Smith
Telephone Number: 800-676-4242x 2716
Fax Number: 877-914-2557
Email Address: Smith-Robert@galls.com

SOLICITATION NUMBER: DPS1500000008

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DPS1500000008 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. The body armor must meet or exceed the 2014 FBI body armor (ballistics) protocol. If should provide documentation that armor meets or exceeds the 2014 FBI protocol prior to contract award.
2. The bid opening remains on 01/06/2015 at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1500000008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Gall LLC

Company

BA ST

Authorized Signature

1-5-15

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. **"Award Document"** 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 contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 Contract**

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) 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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **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.
6. **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.
7. **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.
8. **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 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 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.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. 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.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ for _____.
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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 also 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.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. 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.
- 27. 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.
- 28. 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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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 applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of 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.

- 36. 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.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

G9115 LLC

(Company)

[Signature]

Robert Smith Acct. Mgr

(Authorized Signature) (Representative Name, Title)

800 876 4242 x2176 Fax: 877 814 2557 1-5-13 (15)

(Phone Number) (Fax Number) (Date)

SOLICITATION NUMBER: DPS1500000008

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as DPS1500000008 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. Responses to vendor question attached.
2. The bid opening remains on 01/06/2015 at :30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

CRFQ – DPS1500000008
ADDENDUM NO. 2

Questions:

Q1: Is there a color request for the vests?

A1: See Section 3.1.1.1 under the General Design subsection states the following:

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels (1 front, 1 rear)
2. Two (2) complete washable concealable carriers OD Green in color or pre-approved color.
3. One (1) 5"x 8" soft trauma plate.
4. One (1) 5"x 8" level IIIA special threat plate

Q2: Should the medical bag be full of supplies or empty?

A2: See Section 3.1.1.1 under the Options subsection states the following:

OPTIONS:

The following will be optional equipment that can be purchased:

1. Tactical outer carrier
2. Concealable washable carrier
3. Gunshot medical kit to include one tourniquet, one wound packing Gauze or Quikclot Combat Gauze, duct tape, two occlusive dressings and one pair of nitrile gloves. The gunshot medical kit will be deployed from an integrated deployment pouch out of the concealable carrier or from a retrofit pouch that attaches to the concealable carrier.

Q3: Should the medical bag be permanently affixed or attached using MOLLE or hook and loop?

A3: The retrofit pouch may be attached by velcro.

Other Information:

1. The bid opening remains on 01/06/2015 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1500000008

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Gall's LLC
Company

[Signature]
Authorized Signature

1-5-15
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Gails, LLCAuthorized Signature: [Signature] Date: 1/5/15State of KentuckyCounty of Fayette, to-wit:Taken, subscribed, and sworn to before me this 5th day of January, 2015.My Commission expires May 22, 2016.**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature]