



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

**Request for Quotation**

RFQ NUMBER  
**DPS0738**

PAGE  
**1**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

**VENDOR**

**SHIP TO**

**WEST VIRGINIA STATE POLICE**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>03/28/2007</b>				

BID OPENING DATE: **04/12/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>REQUEST FOR QUOTATION</b>		
				<b>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN OPEN-END CONTRACT FOR BULLET RESISTANT BODY ARMOR AND RELATED ACCESSORIES.</b>		
				<b>THIS CONTRACT MAY BE USED BY ALL AUTHORIZED STATE, COUNTY, AND CITY AGENCIES, SO LONG AS THE WV STATE POLICE RECEIVE ORDERS ON TIME AS STATED.</b>		
				<b>ATTACHMENTS: 1. SPECIFICATIONS / BID FORM 2. AFFIDAVIT</b>		
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>680-08</b>		
				<b>BULLET RESISTANT BODY ARMOR</b>		
				<b>EXHIBIT 3</b>		
				<b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON . . . . . AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</b>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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 Department of Administration  
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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

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BID OPENING DATE: **04/12/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>***** THIS IS THE END OF RFQ DPS0738 ***** TOTAL: _____</p>						

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

The West Virginia State Police are soliciting competitive bids in the form of an open end contract for the purchase of bullet resistant body armor. Vendors submitting bids on this contract do not have to be registered in the State of West Virginia to submit a bid, but if the successful low bidder, must register with the State of West Virginia and pay the \$125.00 registration fee.

#### GENERAL:

The WV State Police desire to purchase American Body Armor model XHP-III A or equal. This armor has been reviewed by members of the WV State Police Special Response Team and K-9 Units. These members found these vest to meet the minimum specifications of the PACA vest and other vest previously utilized by the department. The aforementioned vest had a higher comfort level which is extremely important to encourage members to wear the vest. High level threat situations occur almost instantly and members often do not have the opportunity prior to entering a high risk situation. Members wearing their vest for their entire shift are far better protected from personal injury or death than those who don't wear them.

#### SCOPE:

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

Vest shall be certified under the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor Threat Level 3A. Bids based on body armor models made by manufacturers other than American Body Armor must be clearly identified as such; those bidders should include a male and female sample, full product description, drawings and/or photos, technical specifications, as well as a list of at least ten (10) law enforcement agencies currently using that model armor for reference. **Upon request, bidders failing to submit this supporting documentation shall be rejected from the bid process.**

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

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

EXCEPTIONS. Models certified under earlier standards and grandfathered into compliance with the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor will be rejected. Vendors must provide test results of any and all rounds that exceed NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. This NIJ abbreviated testing is commonly known as "Special Threat" testing; testing of such rounds must be conducted by an NIJ approved laboratory.

#### APPLICABLE DOCUMENTS:

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

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

#### PURCHASE REQUIREMENTS:

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

#### SPECIFIC QUANTITY

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

#### DESIGN REQUIREMENTS:

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

The soft body armor shall be designed to provide:

1. Light and thin NIJ 2005 Interim requirement for Bullet Resistant body armor in Level 3A
2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Optional carriers to allow for laundering and color changes.

5. Provide protection against the labeled projectiles in accordance with the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor.

#### GENERAL DESIGN:

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

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

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain 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. One (1) complete NS washable carrier.
3. One (1) trauma reduction insert.

**OPTIONS:**

The following will be optional equipment that can be purchased:

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

**BALLISTIC PANEL MATERIALS**

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of two or more of the following: Twaron, gold RS and Dyneema or approved 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: Twaron, gold RS and Dyneema. There shall be no stitching completely through the entire ballistic panel(s) with the exception to takcs at the panels edges.

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

It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to areal density, therefore a vest section of 12"X12" (one square foot) (30.5 cm X 30.5 cm) must not exceed the following

<b>Threat Level</b>	<b>maximum weight</b>	<b>maximum thickness</b>
3A	.97 lbs. sq. ft.	.18 inches

**BALLISTIC PANEL PERFORMANCE**

**V50 Performance**

Each bidder shall submit V50 Test reports for the vest being offered. The V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ 2005 Interim Requirement for Bullet Resistant Body Armor 9mm 124 grain FMJ test projectiles. The test must be performed by an independent



laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement technology Center (NLETC) for testing in accordance with NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. Models grandfathered into compliance with the NIJ 2005 Requirement will be rejected. The vest must be tested under protocol contained in the new NIJ 2005 Interim Requirement for Bullet resistant Body Armor. The V50 test shall be against clay backing. V-50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing. Failure to provide certification shall be cause for rejection.

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

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

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

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

#### 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:

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

#### Trauma Performance (BFS)

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

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

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

#### LABELING

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

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

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

#### BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% anit microbial Olefin treated for water repellency. Construction 70 denier and sized 110" X 85" (279cm x 215 cm). Inner cover material must be stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

#### VEST OUTER CARRIER MATERIAL

Removable carrier-ns-carrier

The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers integrated into the outside of the garment. Carrier shall come with fixed waist and shoulder straps. Carrier shall come with (1) set of straps. Outer vest material shall be poly-cotton or micro mini-rip. The inner carrier material shall be Akwadyne Mesh. Male carrier shall have both a 7X9 and 5X8 pockets on the outer front of the carrier. All fabrics shall have no visible fabric or color flaws.

## TRAUMA INSERT

A trauma reduction insert constructed of bullet resistant material cut five inch by eight inch shall be provided. The trauma reduction insert shall be placed in a nylon cover, which shall be tucked into one end of the ballistic material and sewn shut through to hold it in place.

## QUALITY CONTROL

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

The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The manufacturer must have the capability of performing testing in accordance with MIL-STD-662 and NIJ 2005 Interim Requirement for Bullet Resistant Body Armor. Procedures for lot testing of incoming raw materials and in process samples must be incorporated into the quality control system. All incoming ballistic material shall undergo V-50 ballistic lot test in accordance with MIL-STD-662. Every vest panel manufactures shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

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

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

## SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable t an incoming

material lot test and ballistic panel lay up lot test. The vendor must have the ability to trace serial numbers.

#### LOT TESTING

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

#### MEASUREMENT AND FITTING

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

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

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

#### FIT AND ALTERATION POLICY

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

#### PRODUCT LIABILITY INSURANCE

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

#### WARRANTY

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

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

#### REMOVABLE COVERS:

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

#### PACKAGING

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

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

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

#### DOCUMENTATION

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

1. Models must be clearly identified and shall include:
  - a. Full product description
  - b. Complete bid sample, male and female
  - c. Drawings and/or photographs
  - d. Technical specifications
2. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
3. Compliance with NIJ 2005 Interim Requirement for bullet Resistant Body Armor and test reports from an accredited laboratory for the vest being certified under the NIJ 2005 Interim Requirement and not grandfather in under earlier standards.
  - a. Any ballistic rounds tested above and beyond the required NIJ 2005 Interim Requirement for Bullet Resistant body Armor standard for requested threat level requires a report from a NIJ Certified Laboratory. Any Bidder that does not provide such documentation will be rejected.
4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.

- a. Test Reports must be submitted for the entire ballistic package.
  - b. Test reports must be submitted for incoming materials, which are utilized in the ballistic package.
5. Chemical test reports certifying use of Akwadyne fabric treatment
  6. The ability to trace serial numbers.
  7. The layer count of the vest must be uniform throughout the entire ballistic package. If not, test reports must be submitted for the vest utilizing the least amount of layers.
  8. Quality Control Procedures
    - a. Incoming materials
    - b. Lay-up configuration
    - c. In-process configuration
    - d. Testing verification
    - e. Inspection of ballistic panel stitching
    - f. Random final product inspection and continuous in-process surveillance
  9. Product Liability Insurance providing a minimum coverage of \$20,000,000.
  10. Documentation stating a 5-year ballistic passage warranty
  11. Documentation stating a 12-month cover warranty
  12. ISO-9001 Certificate

**COST**

One (1) complete set of body armor shall include:

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

	Est. order Qty.	Extended Total
Total Cost per unit: \$ _____ X	75	\$ _____

**Optional Equipment:**

Cool Max Tee shirt \$ _____ X	75	\$ _____
Additional Akwadnye Comfort Mesh		
Removable outer carrier \$ _____ X	50	\$ _____
Quilted outer carrier \$ _____ X	25	\$ _____
Tactical outer carrier \$ _____ X	50	\$ _____

**GRAND TOTAL \$ \_\_\_\_\_**

# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

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

**DEFINITIONS:**

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

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

**EXCEPTION:**

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_