



NOTICE OF CONTRACT AMENDMENT

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C111052001	CONTRACT TITLE Soft Body Armor
AMENDMENT NUMBER 003	CONTRACT PERIOD June 10, 2013 through June 9, 2014
REQUISITION NUMBER N/A	VENDOR NUMBER 4306249550 4
CONTRACTOR NAME AND ADDRESS Ed Roehr Safety Products 2710 Locust Street St. Louis, MO 63103	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C111052001 is hereby amended pursuant to the attached signed Amendment #003 dated 05/23/13.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: Tammy.Michel@oa.mo.gov Phone: (573) 751-3114 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Tammy Michel</i>	DATE 5/29/13
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT <i>James Miluski</i>	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 003
CONTRACT NO.: C111052001
TITLE: Soft Body Armor
ISSUE DATE: 05/21/13

REQ NO.: N/A
BUYER: Tammy Michel
PHONE NO.: (573) 751-3114
E-MAIL: tammy.michel@oa.mo.gov

TO: Ed Roehr Safety Products
2710 Locust Street
St. Louis, MO 63103

RETURN AMENDMENT BY NO LATER THAN: 05/24/13 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	courtney.rackers@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
Various Locations

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME <i>Ed Roehr Safety Products</i>		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>Ed Roehr Auto Radio</i>	
MAILING ADDRESS <i>2710 Locust St</i>		IRS FORM 1099 MAILING ADDRESS <i>2710 Locust St.</i>	
CITY, STATE, ZIP CODE <i>St. Louis MO 63103</i>		CITY, STATE, ZIP CODE <i>St. Louis MO 63103</i>	
CONTACT PERSON <i>Dathan Baldwin</i>		EMAIL ADDRESS <i>dathan@edroehrsafety.com</i>	
PHONE NUMBER <i>816-215-7581</i>		FAX NUMBER <i>314-533-3830</i>	
TAXPAYER ID NUMBER (TIN) <i>43-0624955</i>	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE <i>5-23-2013</i>	
PRINTED NAME <i>Dathan Baldwin</i>		TITLE <i>Regional Sales Manager</i>	

AMENDMENT #003 TO CONTRACT C111052001

CONTRACT TITLE: SOFT BODY ARMOR

CONTRACT PERIOD: JUNE 10, 2013 THROUGH JUNE 9, 2014

The State of Missouri desires to amend contract C111052001 to allow cooperative procurement entities (local political subdivisions and quasi-public governmental bodies) to make purchases from the contract.

LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT)

The contractor should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program.

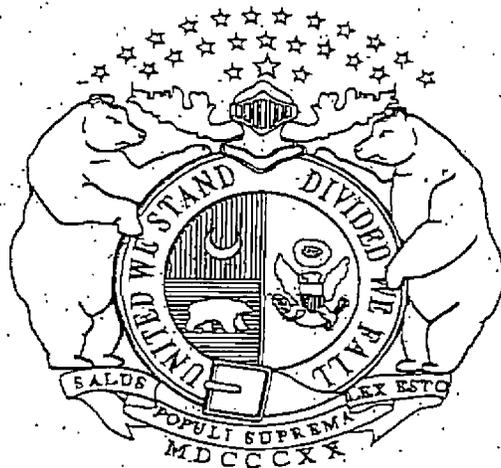
Yes No

If the contractor has indicated agreement with participation in the Cooperative Procurement Program, the contractor shall provide the items as described under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

The contractor must acknowledge receipt of this amendment by completing the above and signing this document on or before the date indicated on page 1.

Said modification shall be effective immediately if the contractor indicates agreement by completing this amendment.

All other terms, conditions and provisions of the original contract as modified by subsequent amendments, including all prices, shall remain the same and apply hereto.



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.oa.mo.gov/purch>

James Miluski
Director

TO: File C111052001

DATE: May 17, 2013

FROM: Tammy Michel *gm*

RE: Add Cooperative Procurement

Per the attached email from Lauren Maddox of Jefferson City Police Department dated May 16, 2013 and e-mail from Gary Stoll of Missouri Department of Corrections dated May 17, 2013, Contract C111052001 is amended to include a provision to allow Cooperative Procurement entities to purchase soft body armor.

Michel, Tammy

From: Maddox, Lauren [LMaddox@jeffcitymo.org]
Sent: Thursday, May 16, 2013 2:29 PM
To: Michel, Tammy
Subject: contract amendment

Tammy,

After speaking with Dathan at Ed Roehr, this is the City of Jefferson's request to purchase off State of Missouri Contract #C111052001. We will need the cooperative procurement clause for our Finance Department to allow us to use this contract.

Thank you!

Lauren Maddox
Fiscal Affairs Officer
Jefferson City Police Department
401 Monroe
Jefferson City, Missouri 65101
phone: 573-634-6348
fax: 573-634-6359

From: Michel, Tammy [mailto:Tammy.Michel@oa.mo.gov]
Sent: Wednesday, February 06, 2013 7:41 AM
To: Maddox, Lauren
Subject: RE: contract??

I do not have a contract for this type of maintenance

Tammy Michel
Commodities Procurements
OA - DPMM
Phone: 573-751-3114
Fax: 573-526-9816
E-mail: tammy.michel@oa.mo.gov

From: Maddox, Lauren [mailto:LMaddox@jeffcitymo.org]
Sent: Tuesday, February 05, 2013 3:44 PM
To: Michel, Tammy
Subject: contract??

Tammy,

Is there a state wide contract for two-way portable radio maintenance??

Lauren Maddox
Fiscal Affairs Officer
Jefferson City Police Department

401 Monroe
Jefferson City, Missouri 65101
phone: 573-634-6348
fax: 573-634-6359

From: Michel, Tammy [<mailto:Tammy.Michel@oa.mo.gov>]
Sent: Wednesday, January 23, 2013 10:17 AM
To: 'Craig Davis'; Maddox, Lauren; 'hcs0@wpcs.net'
Subject: Statewide Notice for Ammunition

Please disregard the previous Statewide Notice and replace with the attached updated Statewide Notice. The updated Statewide Notice corrected the unit of measure for line item 006 and added a Note at the end of the item.

Tammy Michel
Commodities Procurements
OA - DPNM
Phone: 573-751-3114
Fax: 573-526-9816
E-mail: tammy.michel@oa.mo.gov

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For more information please visit <http://www.symanteccloud.com>

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For more information please visit <http://www.symanteccloud.com>

Michel, Tammy

From: Stoll, Gary
Sent: Friday, May 17, 2013 1:31 PM
To: Michel, Tammy
Subject: RE: contract amendment

The DOC approves of coop language being added to contract C111052001 to allow other entities to use.

Gary Stoll, CPPB
Purchasing Manager
Missouri Department of Corrections
(573)-526-6402

From: Michel, Tammy
Sent: Friday, May 17, 2013 9:04 AM
To: Stoll, Gary
Subject: FW: contract amendment

Gary,

Your approval is requested in reference to the following e-mail dated 05/16/13. Jefferson City Police Department is requesting that COOP language be added in order for them to purchase off Contract C111052001 Soft Body Armor.

Thanks

Tammy Michel
Commodities Procurements
OA - DPNM
Phone: 573-751-3114
Fax: 573-526-9816
E-mail: tammy.michel@oa.mo.gov

From: Maddox, Lauren [<mailto:LMaddox@jeffcitymo.org>]
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Lauren Maddox
Fiscal Affairs Officer
Jefferson City Police Department

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Fiscal Affairs Officer
Jefferson City Police Department
401 Monroe
Jefferson City, Missouri 65101
phone: 573-634-6348
fax: 573-634-6359

From: Michel, Tammy [<mailto:Tammy.Michel@oa.mo.gov>]
Sent: Wednesday, January 23, 2013 10:17 AM
To: 'Craig Davis'; Maddox, Lauren; 'hcso@wpcs.net'
Subject: Statewide Notice for Ammunition

Please disregard the previous Statewide Notice and replace with the attached updated Statewide Notice. The updated Statewide Notice corrected the unit of measure for line item 006 and added a Note at the end of the item.

Tammy Michel
Commodities Procurements
OA - DPNM

Phone: 573-751-3114

Fax: 573-526-9816

E-mail: tammy.michel@oa.mo.gov

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For more information please visit <http://www.symanteccloud.com>

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c111052001 A# 003

DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
 CONTRACT RENEWAL/AMENDMENT
 ROUTING GUIDE

Action Performed	Route	Initials	Date
1. Initiate Preparation Instructions (If applicable)	Buyer	Jm	5/17/13
Renewal <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Admin. <input type="checkbox"/>			

- (1a) % Increase with Signature Required
- (1b) \$ Increase with Signature Required
- (2) Asking to Extend
- (3) No Increase, Signature not Re
- (4a) % Increase, Bond Required, S
- (4b) \$ Increase, Bond Required, S
- (4c) No Increase, Bond Required, S
- Per Bond \$ _____ Su
- Other -- See Attached

Increase/Decrease	Description
(_____)	renewal period of _____
\$ _____ %	_____
_____	_____

Send copy of signed
 Amendment to
 LMaddox@jeffcitymo.org

2. Prepare Renewal/Amendment

HB600	Bl
Follow Up / No Follow up	Fc
Date:	

Participation
No Follow up

Contractor's Email Address: Dathan6

3. Approve Renewal/Amendment

Adding Co-op
 Language to
 contract

Section Mgr.	bu1	5/17/13
Assist. Dir.	X	5-21-13
Section Support	Jm	5/21/13
Buyer	Jm	5/29/13
Section Support	CK	5-29-13
Buyer	Jm	5/29/13
Purch Mgr.	CT	5-29-13
Section Mgr.	GA	5/29/13
Assist. Dir.	X	X

8. Process in SAM II
 AM 300 Pmm0060391

Section Support	CK	5-30-13
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(8a) Advise MBE/WBE Report Coordinator of Completed
 Renewal/Updated Subcontractor Information

Section Support	X	X
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9. Process (Copy and Distribute) Renewal/Amendment

Section Support		
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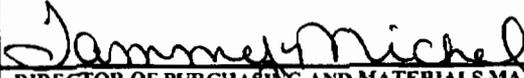
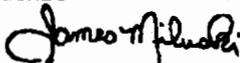
10. Image Document

Central Support	ST	6-6
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NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

CONTRACT NUMBER C111052001	CONTRACT TITLE Soft Body Armor
AMENDMENT NUMBER 002	CONTRACT PERIOD June 10, 2013 through June 9, 2014
REQUISITION NUMBER NR 931 YYY13709142	VENDOR NUMBER 4306249550 4
CONTRACTOR NAME AND ADDRESS Ed Roehr Safety Products 2710 Locust Street St. Louis, MO 63103	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C111052001 is hereby amended pursuant to the attached amendment #002, dated 04/12/13.	
BUYER Tammy Michel	BUYER CONTACT INFORMATION Email: tammy.michel@oa.mo.gov Phone: (573) 751-3114 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/17/13
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 CONTRACT RENEWAL

AMENDMENT NO.: 002
 CONTRACT NO.: C111052001
 TITLE: SOFT BODY ARMOR
 ISSUE DATE: 03/07/13

REQ NO.: NR 931 YYY13709142
 BUYER: TAMMY MICHEL
 PHONE NO.: (573) 751-3114
 E-MAIL: tammy.michel@oa.mo.gov

TO: ED ROEHR SAFETY PRODUCTS
 2710 LOCUST STREET
 ST. LOUIS, MO 63103

RETURN AMENDMENT NO LATER THAN: 03/23/13 AT 5:00 PM CENTRAL TIME TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	tammy.michel@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF CORRECTIONS
 VARIOUS LOCATIONS

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Ed Roehr Safety Products
MAILING ADDRESS 2710 Locust Street
CITY, STATE, ZIP CODE St Louis MO 63103

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Ed Roehr Auto Radio
IRS FORM 1099 MAILING ADDRESS 2710 Locust Street
CITY, STATE, ZIP CODE St Louis MO 63103

CONTACT PERSON Dathan Baldwin		EMAIL ADDRESS Dathan@edroehrsafety.com	
PHONE NUMBER 816-215-7581		FAX NUMBER 314-533-3830	
TAXPAYER ID NUMBER (TIN) 43-0624955	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 4306249550 4
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 04-12-13	
PRINTED NAME Dathan Baldwin		TITLE Regional Sales Manager	

- 5 -

AMENDMENT #002 TO CONTRACT C111052001

CONTRACT TITLE: Soft Body Armor

CONTRACT PERIOD: June 10, 2013 through June 9, 2014

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (4% increase). The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the previous contract period shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	<p>C/S Code: 68008 <i>Police Protection Equipment (Body Armor And Riot Shields)</i> Concealable soft body armor for male and female NIJ 0101.06 certified Panel thinness--less than 0.250 inch. areal density--less than 1.25 pounds per square foot. Each vest shall include the following: one (1) set of ballistic panels (one (1) rear and one (1) front) two (2) complete concealable soft body washable carriers one (1) trauma reduction plate insert one (1) special threat plate - size 5x8 one (1) tactical outer carrier vest – clean with a radio microphone tab available on both the front right and left shoulder area capable of holding a wide variety of microphone handsets.</p>	EA	\$ 851.76 _____



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

From: Stoll, Gary
Sent: Monday, April 15, 2013 11:06 AM
To: Satterlee, Jacqueline
Subject: RE: Renewal C111052001 - Soft Body Armor NR 931 YYY13709142

The DOC approves the 4%. Please proceed with renewal.

Thanks

Gary Stoll, CPPB
Purchasing Manager
Missouri Department of Corrections
(573)-526-6402

From: Satterlee, Jacqueline
Sent: Monday, April 15, 2013 11:05 AM
To: Stoll, Gary
Subject: Renewal C111052001 - Soft Body Armor NR 931 YYY13709142

Gary,

Ed Roehr Safety Products took the full 4% increase for the renewal period; thereby, increasing the cost for the soft body armor to \$851.76. Attached is their justification for the increase. Please let me know if you approve.

Thanks,

Jacqueline Satterlee
Buyer
Division of Purchasing and Materials Management
State of Missouri Office of Administration
301 West High Street, Rm 630
Jefferson City, MO 65102
573-751-4925

13386 International Parkway
Jacksonville, Florida 32218
904-741-5400

SAFARILAND.

January 14, 2013

Mr. Dathan Baldwin
Ed Roehr Safety Products
2710 Locust Street
St. Louis, MO 63103

Re: July 1, 2012 Pricing

Dear Mr. Baldwin,

Due to escalations in raw material, labor, insurance and transportation, Safariland has had to pass along general price increases on all our body armor products. As of July 1, 2012, the new pricing represents an approximate 2% increase.

Please note this general increase will be applied to both the pricing you have on individual vest purchases, and also any pricing to fulfill existing contracts that wish to renew/extend after July 1, 2012.

We appreciate your continued loyalty to Safariland. Should you have any questions, you may contact Account Manager Ted Drysdale at 816-419-7624 or via e-mail at Ted.Drysdale@Safariland.com or you may contact me at 904-741-1706 or via e-mail at Kathy.Fogelsonger@Safariland.com.

Best regards,



Kathy Fogelsonger
Inside Sales Specialist



Purchase Order Preparation by Requisition

Transaction ID: NR 931 YYY13709142 Total Amount: _____
 Line Number: 001 Buyer: 01 Commodity: 68008
 Status: AFZ
 Requisition Date: 03 / 04 / 13 Text Flag: Custom
 Vendor: 4306249550 Note Pad Indicator: RX Type:
 Manuf Number: _____ Name: _____
 Delivery Date: 06 / 09 / 13 New Buyer: 27
 Description: POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS) JAN

Cost Data

Original Unit Cost	175,000.000000	Unit	YR	Unit Cost	175,000.000000
Discount Code		Discount %	0.00	Discount Amount	0.00
Tax Code		Tax Amount			0.00
Quantity Requested	1.000	Freight Amount			0.00
		Total Cost			175,000.00

Transaction ID: NR 931 YYY13709142 Commodity Line Number: 001

TO RENEW CONTRACT FOR SOFT BODY ARMOR FOR THE MISSOURI DEPARTMENT OF CORRECTIONS
 REFERENCE CONTRACT: C111052001
 CONTRACT EXPIRATION: JUNE 9, 2013
 CONTRACT PERIOD: JUNE 10, 2013 - JUNE 9, 2014

ALL TERMS AND CONDITIONS TO REMAIN THE SAME AS ON THE PREVIOUS CONTRACT.

**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
CONTRACT RENEWAL/AMENDMENT
ROUTING GUIDE**

Action Performed	Route	Initials	Date										
1. Initiate Preparation Instructions (If applicable)	Buyer	JNS	3/5/13										
Renewal <input checked="" type="checkbox"/> Amendment _____ Admin. _____													
<input checked="" type="checkbox"/> (1a) % Increase with Signature Required													
____ (1b) \$ Increase with Signature Required													
____ (2) Asking to Extend													
____ (3) No Increase, Signature not Required													
____ (4a) % Increase, Bond Required, Signature Required													
____ (4b) \$ Increase, Bond Required, Signature Required													
____ (4c) No Increase, Bond Required, Signature Required													
Per Bond \$ _____ Sur Bond \$ _____													
____ Other -- See Attached													
		<table border="1"> <thead> <tr> <th>Increase/Decrease</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>(2)</td> <td>renewal period of (2)</td> </tr> <tr> <td>\$ 4 %</td> <td>increase</td> </tr> <tr> <td>\$ _____ %</td> <td>_____</td> </tr> <tr> <td>\$ _____ %</td> <td>_____</td> </tr> </tbody> </table>	Increase/Decrease	Description	(2)	renewal period of (2)	\$ 4 %	increase	\$ _____ %	_____	\$ _____ %	_____	
Increase/Decrease	Description												
(2)	renewal period of (2)												
\$ 4 %	increase												
\$ _____ %	_____												
\$ _____ %	_____												
2. Prepare Renewal/Amendment	Section Support	_____	_____										

HB600 Follow Up / <u>No Follow up</u>	Blind/Shelter Participation Follow Up / <u>No Follow up</u>	M/WBE Participation Follow Up / <u>No Follow up</u>
Date: <u>verified 3/5/13</u>		

Contractor's Email Address: dathan@edroehrsafety.com

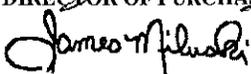
3. Approve Renewal/Amendment	Buyer	JNS	3/5/13
	Purch Mgr.		
	Section Mgr.		
	Assist. Dir.		
4. Reproduce and Mail Amendment if signature is required	<u>Section Support</u>	<u>lb</u>	<u>3/7</u> 4/11
5. Prepare Award of Renewal/Amendment & Statewide Notice	Buyer	JNS	4/5/13
6. Type Acceptance Language & Statewide Notice	Section Support	_____	_____
7. Approve, Sign Award & Statewide Notice	Buyer	<u>jm</u>	<u>4/17/13</u>
	<u>Purch Mgr.</u>	<u>LT</u>	<u>4-18-13</u>
	<u>Section Mgr.</u>	<u>[Signature]</u>	<u>4-18-13</u>
	Assist. Dir.	_____	_____
8. Process in SAM II AM <u>300 PMM 0005 9078</u>	<u>Section Support</u>	<u>[Signature]</u>	<u>4-19-13</u>
(8a) Advise MBE/WBE Report Coordinator of Completed Renewal/Updated Subcontractor Information	Section Support	<u>x</u>	<u>6</u>
9. Process (Copy and Distribute) Renewal/Amendment	<u>Section Support</u>	<u>CR</u>	<u>4-19-13</u>
10. Image Document	<u>Central Support</u>	<u>97</u>	<u>5/9</u>

Price increased 4%
Agency Contact: Lola Parris



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

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AMENDMENT NUMBER 001	CONTRACT PERIOD June 10, 2012 through June 9, 2013
REQUISITION NUMBER NR 931 YYY12709141	VENDOR NUMBER 43062495504
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ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C111052001 is hereby amended pursuant to the attached amendment #001, dated 04/05/12.	
BUYER Roy Burgess	BUYER CONTACT INFORMATION Email: roy.burgess@oa.mo.gov Phone: (573) 751-1692 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/19/12
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 001
CONTRACT NO.: C111052001
TITLE: SOFT BODY ARMOR
ISSUE DATE: 03/21/12

REQ NO.: NR 931 YYY12709141
BUYER: ROY BURGESS
PHONE NO.: (573) 751-1692
E-MAIL: roy.burgess@oa.mo.gov

TO: ED ROEHR SAFETY PRODUCTS
2710 LOCUST STREET
ST. LOUIS, MO 63103

RETURN AMENDMENT NO LATER THAN: 04/06/12 AT 5:00 PM CENTRAL TIME TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	roy.burgess@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Ed Roehr Safety Products		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Ed Roehr Auto Radio	
MAILING ADDRESS 2710 Locust Street		IRS FORM 1099 MAILING ADDRESS 2710 Locust Street	
CITY, STATE, ZIP CODE St Louis MO 63103		CITY, STATE, ZIP CODE St Louis MO 63103	
CONTACT PERSON Dathan Baldwin		EMAIL ADDRESS dathan@edroehrsafety.com	
PHONE NUMBER 816-215-7581		FAX NUMBER 314-533-3830	
TAXPAYER ID NUMBER (TIN) 43-0624955	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN) 43062495504
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 04-05-2012	
PRINTED NAME Dathan Baldwin		TITLE Regional Sales Manager	

RCUD APR 19 12 PM 12:41 OA-DPMM

AMENDMENT #001 TO CONTRACT C111052001

CONTRACT TITLE: Soft Body Armor

CONTRACT PERIOD: June 10, 2012 through June 9, 2013

The State of Missouri hereby exercises its option to renew the above-referenced contract.

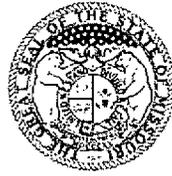
The contractor shall indicate on the attached pricing page the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (2% increase). The contractor shall understand and agree that due to the state's budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the previous contract period shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

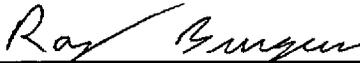
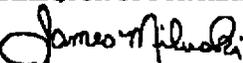
PRICING PAGE

<u>LINE</u> <u>ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>FIRM,</u> <u>FIXED</u> <u>UNIT</u> <u>PRICE</u>
001	<p>C/S Code: 68008 <i>Police Protection Equipment (Body Armor And Riot Shields)</i> Concealable soft body armor for male and female NIJ 0101.06 certified Panel thinness--less than 0.250 inch. areal density--less than 1.25 pounds per square foot. Each vest shall include the following: one (1) set of ballistic panels (one (1) rear and one (1) front) two (2) complete concealable soft body washable carriers one (1) trauma reduction plate insert one (1) special threat plate - size 5x8 one (1) tactical outer carrier vest – clean with a radio microphone tab available on both the front right and left shoulder area capable of holding a wide variety of microphone handsets.</p>	EA	\$_835.38_



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER B1Z11052	CONTRACT TITLE Soft Body Armor
CONTRACT NUMBER C111052001	CONTRACT PERIOD June 10, 2011 through June 9, 2012
REQUISITION NUMBER NR 931 YYY11709033	VENDOR NUMBER 43062495504
CONTRACTOR NAME AND ADDRESS Ed Roehr Safety Products 2710 Locust Street St. Louis, MO 63103	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Ed Roehr Safety Products in response to B1Z11052 including the BAFO dated April 14, 2011, is accepted in its entirety.	
BUYER Roy Burgess	BUYER CONTACT INFORMATION Email: roy.burgess@oa.mo.gov Phone: (573) 751-1692 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 6/07/11
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR BEST AND FINAL OFFER (BAFO)
 FOR INVITATION FOR BID (IFB)

BAFO REQUEST NO.: 001
 IFB NO.: B1Z11052
 TITLE: SOFT BODY ARMOR
 ISSUE DATE: 04/06/11

REQ NO.: NR 931 YYY11709033
 BUYER: Roy Burgess
 PHONE NO.: (573) 751-1692
 E-MAIL: roy.burgess@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 04/13/11 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF CORRECTIONS
 VARIOUS LOCATIONS

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by any previously issued IFB amendments and by this and any previously issued BAFO requests. The bidder agrees that the language of the original IFB as modified by any previously issued IFB amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Ed Roehr Safety Products
MAILING ADDRESS 2710 Locust Street CITY, STATE, ZIP CODE St Louis MO 63103

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Ed Roehr Auto Radio
IRS FORM 1099 MAILING ADDRESS 2710 Locust Street CITY, STATE, ZIP CODE St Louis MO 63103

CONTACT PERSON Dathan Baldwin		EMAIL ADDRESS Dathan@edroehrsafety.com	
PHONE NUMBER 816-215-7581		FAX NUMBER 314-533-3830	
TAXPAYER ID NUMBER (TIN) 43-0624955	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 43062495504	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 04-14-2011	
PRINTED NAME Dathan Baldwin		TITLE Regional Sales Manager	

original

BEST AND FINAL OFFER (BAFO) REQUEST #001 TO IFB B1Z11052

TITLE: SOFT BODY ARMOR

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

Bidders are hereby notified of the following changes and clarifications:

1. The following paragraphs have been **REVISED**: 3.1.1, 3.1.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, 3.2.5, 3.3.1, 3.5.1, 3.7.1, 3.8, 3.8.1, 4.2.1, 4.8.1, 5.8.1, 5.9.1, 5.9.2, 5.13.1 (g), 5.14.1, Pricing Page, Exhibit B, Exhibit C (1), (4), and Exhibit I.
2. The following paragraphs have been **DELETED**: 3.5.1 (1), (3), (4), (5), (6), 4.3.1, 4.3.2, and Exhibit C (2).
3. The following paragraphs have been **ADDED**: 3.10, 3.10.1, 3.11, and 3.11.1.

Note: Changes made as a result of this amendment have been *italicized and bolded*.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

AMENDMENT NO.: 001
IFB NO.: B1Z11052
TITLE: SOFT BODY ARMOR
ISSUE DATE: 12/20/10

REQ NO.: N/A
BUYER: Roy Burgess
PHONE NO.: (573) 751-1692
E-MAIL: roy.burgess@oa.mo.gov

RETURN BID NO LATER THAN: 01/07/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

<p>(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Ed Roehr Safety Products		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Ed Roehr Auto Radio	
MAILING ADDRESS 2710 Locust Street CITY, STATE, ZIP CODE St Louis MO 63103		IRS FORM 1099 MAILING ADDRESS 2710 Locust Street CITY, STATE, ZIP CODE St louis MO 63103	
CONTACT PERSON Dathan Baldwin		EMAIL ADDRESS dathan@edroehrsafety.com	
PHONE NUMBER 816-215-7581		FAX NUMBER 314-533-3830	
TAXPAYER ID NUMBER (TIN) 43-0624955	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 04-14-2011	
PRINTED NAME Dathan Baldwin		TITLE Regional Sales Manager	

AMENDMENT #001 TO IFB B1Z11052**TITLE: SOFT BODY ARMOR****PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:**

1. The **CLOSING DATE** has been changed as follows:

As Stated: Return Bid No Later Than: 12/22/10 at 2:00 p.m.

Change To: Return Bid No Later Than: 01/07/11 at 2:00 p.m.

2. Paragraph 3.2.5 has been **REVISED**.
3. Paragraph 3.5.1 (2) has been **DELETED**.
4. Paragraph 5.10.1 has been **REVISED**.
5. Pricing Page has been **REVISED**.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

IFB NO.: B1Z11052
TITLE: SOFT BODY ARMOR
ISSUE DATE: 12/06/10

REQ NO.: NR 931 YYY11709033
BUYER: ROY BURGESS
PHONE NO.: (573) 751-1692
E-MAIL: roy.burgess@oa.mo.gov

REVISED BY AMENDMENT #001

RETURN BID NO LATER THAN: 01/07/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail) RETURN BID TO: DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101
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CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Corrections
Various Locations

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 01/20/10). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Ed Roehr Safety Products
MAILING ADDRESS 2710 Locust Street
CITY, STATE, ZIP CODE St Louis MO 63103

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Ed Roehr Auto Radio
IRS FORM 1099 MAILING ADDRESS 2710 Locust Street
CITY, STATE, ZIP CODE St Louis MO 63103

CONTACT PERSON Dathan Baldwin		EMAIL ADDRESS dathan@edroehrsafety.com	
PHONE NUMBER 816-215-7581		FAX NUMBER 314-533-9344	
TAXPAYER ID NUMBER (TIN) 43-0624955	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 04-14-2011	
PRINTED NAME Dathan Baldwin		TITLE Regional Sales Manager	



A Product of the Safariland™ Company

TECHNICAL SPECIFICATION Xtreme® Series – XT01 – Type IIIA

Test Standard	NIJ Standard: 0101.06
Model	NIJ: BA-3A00S-XT01
Threat Type	IIIA
Configuration	Unstructured
Armor Material	Twaron® Microlaminate, Gold Shield® GN-2117, Curv® Solid using High Strength Polypropylene Composite Material, with Advanced Perimeter Stitching
Armor Panel Covering	2 ply, 70 Denier Nylon with Urethane Backing and Heat Sealed Edges
Areal Density [lbs/ft²]	1.24
Thickness [inches] ASTM Standard D1777-97	0.240
New V50 – .357 SIG FMJ FN 125 gr [ft/s]	1851
Conditioned V50 – .357 SIG FMJ FN 125 gr [ft/s]	1855
New V50 – .44 Mag JSP 240gr [ft/s]	1686
Conditioned V50 – .44 Mag JSP 240gr [ft/s]	1668
New RPI – .357 SIG [ft/s] V50/Areal Density	1493
Conditioned RPI – .357 SIG [ft/s] V50/Areal Density	1496
New RPI – .44 Mag [ft/s] V50/Areal Density	1360
Conditioned RPI – .44 Mag [ft/s] V50/Areal Density	1345
Backface Average – .357 SIG	28.47
Backface Average – .44 Mag	37.25

15 November 2010

EXPORT CONTROLLED DATA.

ABA Technical Specifications_XT01_Type IIIA_Rev.1

These commodities, technology or software are controlled for export in accordance with the U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

SAFARILAND



A Product of the Safariland™ Company

Additional Special Threat Types	
<ul style="list-style-type: none"> • Federal 9 mm 100Gr Frangible (BC9NT) Tested at USTL • Test Specifications: Tested at USTL <ul style="list-style-type: none"> ○ Notes: Samples Conditioned per NIJ 0101.06 Sec 7.8.2 ○ Shot-to-edge distance 2.50" ○ Tested Velocity 1100 fps ± 30 – No Perforations ○ Condition: New 	
<ul style="list-style-type: none"> • Speer 357 Sig 125Gr. GDHP (23918) Tested at USTL <ul style="list-style-type: none"> ○ Test Specifications: Modified/Abbreviated NIJ 0101.06 ○ Notes: Samples Conditioned per NIJ 0101.06 Sec 7.8.2 ○ Shot-to-edge distance 2.50" ○ Tested Velocity 1375 fps ± 30 – No Perforations ○ Condition: New 	
<ul style="list-style-type: none"> • Winchester 40 S&W 165Gr. SXT (RA40TA) Tested at USTL <ul style="list-style-type: none"> ○ Test Specifications: Modified/Abbreviated NIJ 0101.06 ○ Notes: Samples Conditioned per NIJ 0101.06 Sec 7.8.2 ○ Shot-to-edge distance 2.50" ○ Tested Velocity 1140 fps ± 30 – No Perforations ○ Condition: New 	
<ul style="list-style-type: none"> • Tokarev Romanian 85Gr. FMJ Tested at USTL <ul style="list-style-type: none"> ○ Test Specifications: Modified/Abbreviated NIJ 0101.06 ○ Notes: Samples Conditioned per NIJ 0101.06 Sec 7.8.2 ○ Shot-to-edge distance 2.50" ○ Tested Velocity 1530 fps ± 30 – No Perforations ○ Condition: New 	
<ul style="list-style-type: none"> • Winchester 9mm 127Gr SXT (RA9TA) Tested at USTL <ul style="list-style-type: none"> ○ Test Specifications: Modified/Abbreviated NIJ 0101.06 ○ Notes: Samples Conditioned per NIJ 0101.06 Sec 7.8.2 ○ Shot-to-edge distance 2.50" ○ Tested Velocity 1250 fps ± 30 – No Perforations ○ Condition: New 	
<ul style="list-style-type: none"> • FN 5.7x28 SS195 L.F. Tested at USTL <ul style="list-style-type: none"> ○ Test Specifications: Modified/Abbreviated NIJ 0101.06 ○ Notes: Shot Locations marking per NIJ 0101.06, Section 7.8.1 ○ Shot-to-edge distance 2.50" ○ Tested Velocity- Hand Gun Speed – No Perforations 	



**Xtreme® Series XT01 (Type IIIA)
Bid Specification**

1. Scope:

The scope of this product specification provides information relating to the American Body Armor® Xtreme® Series XT01 (Type IIIA) Model (NIJ Model # BA-3A00S-XT01) that is compliant with National Institute of Justice (NIJ) Standard 0101.06 Ballistic Resistance of Personal Body Armor for Type IIIA classification and manufactured by Safariland™.

2. Research & Development and Manufacturing:

The manufacturer (Safariland™) of the armor model, as listed on the NIJ's Compliant Product List (CPL), solely performs the research, development, and manufacturing capabilities described below. Other manufacturers of armor models listed on the CPL that have outsourced similar capabilities shall be deemed as inferior.

Capabilities	Internal	Out Sourced
Soft Armor Research and Development	X	
Hard Armor Research and Development	X	
Soft and Hard Armor Ballistic, Stab and Fragmentation Testing	X	
Soft and Hard Armor Non-Destructive and Destructive Testing	X	
Carrier Research and Development	X	
Domestic Soft and Hard Armor Manufacturing Facilities	X	
Domestic and International Carrier Manufacturing Facilities	X	

3. Armor Design (Construction):

The American Body Armor® Xtreme® Series XT01 (Type IIIA) model has the following armor design characteristics:

Feature(s)	Definition(s)	Benefit(s)
Hybrid Technology	The use of multiple types of ballistic, stab, fragmentation and blunt trauma resistant materials in an armor design.	Provides the perfect balance between blunt trauma reduction and ballistic resistance against a wide array of bullets.
Woven Aramid-Teijin Twaron®	The use of Teijin Twaron® products made from Aramid fibers in various size yarns (dtex) that are woven together to form a fabric of material	Provides a high level of ballistic resistance with high impact properties, excellent thermal stability and chemical resistance. The addition of coatings and micro-laminates enhance the chemical and mechanical properties for durability in various conditions
Gold Shield® GN-2117 Unidirectional Aramid Fiber	Honeywell's latest addition to the Gold family of soft armor products. Gold Shield® GN-2117 combines Honeywell's patented Shield technology with aramid fiber. Gold Shield® GN-2117 is a ballistic product consisting of two plies of unidirectional aramid fiber, cross-plyed at 0°/90°.	Gold Shield® GN-2117 provides strong protection against the NIJ .06 threats and alternate threats. It has excellent fragmentation protection as well as substantial reduction of blunt trauma in a ballistic event. Gold Shield® GN-2117 was designed for increased flexibility and comfort.
Curv® Solid Technology High Strength Polypropylene	The use of a solid piece of high strength polypropylene composite material sewn to ballistic materials within the armor design.	Provides a reinforced area across the entire armor panel for increased performance during edge shots and reduced blunt trauma. In addition, provides low impact movement and rapid impact recovery of the armor panel following a ballistic event.
Advanced Stitching (Single Perimeter)	The use of a single ballistic stitch pattern along the entire perimeter of the armor panel.	Provides a reinforced area along the perimeter of the armor panel for increased performance during edge shots.

3. **Armor Design (Construction) – continued**

Feature(s)	Definition(s)	Benefit(s)
Grip Loc™ Integrated Suspension System	The use of adhesive tabs sewn to the armor panel that adheres to the interior of the cover material. In addition, Velcro® Hook Tabs are adhered to the exterior of the cover material for added support.	This provides an integrated suspension system that transfers the weight of the armor panel through the cover material and carrier to the shoulder straps. The suspension system prevents the armor panel from bunching at/on the bottom of the carrier and forming horizontal set wrinkles, therefore, increasing the life cycle of the ballistics and adding additional protection in a ballistic event.
Water resistant Cover with Heat Sealed Edges	The use of a Brookwood 70 Denier nylon blockade with TPU lamination system that has a hydrostatic resistance (ASTM-D 751) minimum of 120 pounds per square inch (PSI) to burst and breakaway adhesion (ASTM-D 5035) minimum of 25 pounds per inch (lbs/in). Armor panel has edges heat-sealed through a son bond process with a minimum of a .25" wide seal.	Provides a durable protective cover around the armor panels that resists environmental contaminate(s).

4. **Armor Design (Ballistic Performance):**

The American Body Armor® Xtreme® Series XT01 (Type IIIA) has the following performance characteristics as documented through a combination of NIJ Body Armor Compliance Testing Summary Reports, Independent NIJ Laboratory Testing Reports, and Internal Safariland™ Ballistic Laboratory Testing:

Feature(s)	Data
Areal Density (lbs per square foot)	1.24 (lbs ft ²)
Thickness (inches)	0.240 (in)
.357 SIG Estimated V-50 (New) (feet per second)	1851 (fps)
.357 SIG Estimated Velocity with 95 % Probability of Stop V-05 (New) (feet per second)	1762 (fps)
.357 SIG Probability of Perforation at P-BFS (New) (percentage)	0.00 (%)
.357 SIG Average Backface Signature (New) (millimeters)	28.47 (mm)
.44 Mag Estimated V50 (NEW) (feet per second)	1686 (fps)
.44 Mag Estimated Velocity of 95% Probability of Stop V-05 (NEW) (feet per second)	1560 (fps)
.44 Mag Probability of Perforation at P-BFS (NEW) (percentage)	0.2 (%)
.44 Mag Average Backface Signature (NEW) (millimeters)	37.25 (mm)
.357 SIG Estimated V-50 (conditioned) (feet per second)	1855 (fps)
.44 Mag Estimated V-50 (conditioned) (feet per second)	1668 (fps)
Independent NIJ Laboratory Special Threat Testing – 6 Shot Perforation – Backface Signature (P-BFS)	Winchester 9mm 127 Gr. SXT, Winchester .40 S&W 165 Gr SXT, Speer .357 Sig 125 Gr. GDHD, Tokarev Romanian 85 Gr. FMJ, Federal 9mm 100 Gr. Frangible, FN 5.7x28 SS 195 L.F.

5. **Availability:**

The American Body Armor® Xtreme® Series XT01 (Type IIIA) model is available in accordance with the NIJ Compliance Product List (CPL) as follows:

Classification(s)	Current Status
NIJ Template Size Availability	NIJ C-1 through NIJ C-5
Gender Neutral Armor Model Design Availability	Yes
Gender Specific Shape and Grade for Male(s) Availability	Yes
Gender Specific Shape and Grade for Female(s) Availability	Yes

6. **Support Programs:**

Classification(s)	Current Status
Warranty	5 Years
Quality Assurance Program(s)	ISO 9001 / Vest Check Program
Safety Assurance Program(s)	OHSAS 18001

6. **Support Programs- (continued)**

Environmental Assurance Program(s)	ISO 14001
Liability Insurance	Information Available Upon Request



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20530

September 7, 2010

Scott O'Brien
President
Safariland, LLC
3120 East Mission Blvd
Ontario, CA 91761

Notice of Compliance with NIJ Standard-0101.06
Body Armor Model Designation: BA-3A00S-XT01
NIJ Compliance Status Expires: September 7, 2015

Dear Mr. O'Brien:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard-0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at www.justnet.org/CTP.

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

"This model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List."

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Debra Stoe
Physical Scientist
National Institute of Justice

NATIONAL INSTITUTE OF JUSTICE
COMPLIANCE TEST REPORT

Perforation and BFS Summary Data

Report Number: 10N029 Test ID: SAF09-001697 Report Date: 07/26/10
 Manufacturer: Safariland, LLC Model Designation: BA-3A00S-XT01 NIJ Armor Type: 3A

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

Shot Number	Sample 21 Size: C-5				Sample 22 Size: C-1												
	Front Panel		Back Panel		Front Panel		Back Panel										
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1415.6	0	29.0		1418.1	0	26.5		1426.3	0	30.2		1435.3	0	29.1		
2	1403.9	0	31.4		1409.3	0	27.7		1393.7	0	30.6		1430.5	0	31.8		
3	1402.5	0	33.1		1394.6	0	22.5		1412.4	0	33.5		1403.7	0	32.0		
4	1394.1	0			1393.6	0			1411.2	0			1394.3	0			
5	1406.5	0			1422.0	0			1411.0	0			1435.9	0			
6	1401.5	0			1397.1	0			1414.4	0			1429.4	0			
7																	
8																	
Summary:		Perforations: 0 (Pass) Maximum BFS: 33.1 mm (no requirement)				Perforations: 0 (Pass) Maximum BFS: 33.0 mm (no requirement)											

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

Shot Number	Sample 23 Size: C-5				Sample 24 Size: C-1												
	Front Panel		Back Panel		Front Panel		Back Panel										
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1360.5	0	35.1		1362.8	0	37.1		1335.3	0	36.2		1347.4	0	34.9		
2	1364.9	0	35.1		1320.2	0	30.2		1338.4	0	32.1		1346.9	0	35.4		
3	1324.7	0	34.5		1361.1	0	35.5		1361.4	0	35.0		1358.1	0	38.5		
4	1340.2	0			1368.2	0			1381.7	0			1344.2	0			
5	1373.1	0			1352.1	0			1351.9	0			1360.0	0			
6	1374.4	0			1348.7	0			1365.8	0			1372.9	0			
7																	
8																	
Summary:		Perforations: 0 (Pass) Maximum BFS: 38.1 mm (no requirement)				Perforations: 0 (Pass) Maximum BFS: 38.6 mm (no requirement)											

Overall P-BFS Summary	
Perforations:	This requirement is for all P-BFS tested samples - New and Conditioned 0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8.
Backface Signature:	This requirement is for New armors only
Maximum BFS:	41.5 mm This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.

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

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NATIONAL INSTITUTE OF JUSTICE
COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 10N029 Test ID: SAF09-001697 Report Date: 07/26/10
 Manufacturer: Safariland, LLC Model Designation: BA-3A00S-XT01 NIJ Armor Type: 3A
 Ammunition: .357 SIG 125/FMJ Threat 1 - New Armor Reference Velocity: 1470 ± 30 ft/s Water Submersion: No

Shot Number	Sample 11			Sample 11			Sample 12			Sample 12			Sample 13		
	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf
	Avg. Vel.		Note												
	(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)	
1	1470.5	0		1474.7	0		1470.0	0		1458.7	0		1440.3	0	
2	1571.4	0		1581.8	0		1596.7	0		1594.1	0		1576.7	0	
3	1673.1	0		1670.9	0		1661.0	0		1676.0	0		1685.3	0	
4	1796.5	0		1783.8	0		1767.1	0		1759.5	0		1757.3	0	
5	1846.4	0		1858.0	1		1887.7	1		1874.7	1		1864.4	1	
6	1946.8	1		1782.8	0		1802.1	0		1791.0	1		1787.0	0	
7	1882.29	1		1803.75	0		1837.55	1		1722.45	0		1831.32	1	
8	1823.86	0		1860.89	1		1793.25	0		1780.87	0		1799.5	0	
9	1863.67	0		1795.84	0		1834.13	1		1818.12	0		1857.69	1	
10	1899.33	0		1870.86	1		1794.88	0		1863.37	1		1791.9	0	
11	1921.31	1		1821.48	1		1846.13	0		1825.54	0		1847.27	0	
12	1890.99	1		1787.32	0		1879.76	0		1860.16	0		1874.71	0	
13															
14															
15															

Shot Number	Sample 13			Sample 14			Sample 14			Sample 15			Sample 15		
	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf
	Avg. Vel.		Note												
	(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)	
1	1451.6	0		1476.2	0		1485.9	0		1474.0	0		1468.3	0	
2	1586.7	0		1582.5	0		1589.4	0		1580.0	0		1574.7	0	
3	1669.5	0		1663.8	0		1682.9	0		1678.8	0		1678.3	0	
4	1786.1	0		1783.1	0		1795.2	0		1757.3	0		1770.9	0	
5	1899.0	1		1893.9	1		1875.5	1		1877.5	1		1875.8	1	
6	1793.3	1		1789.3	0		1808.4	1		1782.5	0		1804.4	1	
7	1719.45	0		1846.85	0		1735.55	0		1827.84	1		1728.84	0	
8	1789.33	0		1876.49	1		1785.42	0		1784.09	0		1783.81	0	
9	1805.4	1		1839.26	0		1831.03	1		1854.5	1		1837.55	0	
10	1780.21	0		1892.37	1		1780.21	0		1787.99	0		1890.55	1	
11	1834.43	0		1836.84	0		1819.11	0		1837.55	0		1842.69	0	
12	1846.85	0		1880.07	0		1857.99	0		1886.63	1		1879.02	0	
13															
14															
15															

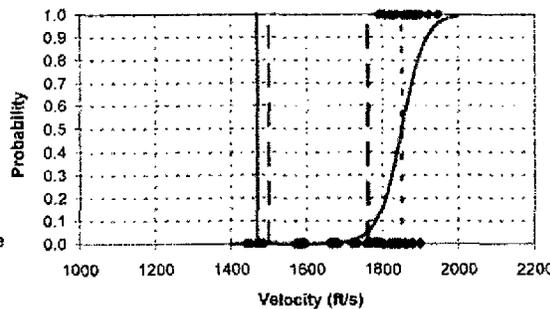
Summary: Total Usable Shots: 120 Acceptable
 Perforations (Complete Penetrations): 33 Acceptable
 Stops (Partial Penetrations): 87 Good
 Perforations below 1500 ft/s: 0 Acceptable

Test Data and Regression Model

Regression Analysis
 Regression Model: Logistic
 Model Parameters: β_0 : -61.0
 β_1 : 0.033

Estimated V50: 1851 ft/s
 Estimated V05: 1762 ft/s

Probability of perforation at NIJ reference velocity (1470 ft/sec): 0.0% Acceptable



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NATIONAL INSTITUTE OF JUSTICE
COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 10N029 Test ID: SAF09-001697 Report Date: 07/26/10
 Manufacturer: Safariland, LLC Model Designation: BA-3A00S-XT01 NIJ Armor Type: 3A
 Ammunition: 44 Mag 240/SJHP Threat 2 - New Armor Reference Velocity: 1430 ± 30 ft/s Water Submersion: No

Shot Number	Sample 16			Sample 16			Sample 17			Sample 17			Sample 18		
	Front	Panel		Back	Panel		Front	Panel		Back	Panel		Front	Panel	
	Avg. Vel.	Perf	Note												
	(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)	
1	1445.6	0		1428.7	0		1436.9	0		1410.6	0		1439.2	0	
2	1517.6	0		1519.9	0		1537.0	0		1529.3	0		1539.1	0	
3	1618.6	0		1604.8	0		1637.5	0		1623.4	0		1636.1	0	
4	1702.4	0		1704.5	1		1714.4	0		1724.7	1		1739.6	1	
5	1815.5	1		1622.8	1		1822.9	1		1641.1	1		1640.7	1	
6	1727.6	1		1523.2	0		1732.5	1		1549.6	0		1571.9	0	
7	1651.72	0		1592.84	0		1658.42	1		1632.05	0		1621.24	0	
8	1701.57	1		1648.16	1		1572.16	0		1655.4	0		1668.66	0	
9	1650.67	1		1593.06	0		1622.57	0		1706.95	1		1728.32	0	
10	1593.06	0		1654.58	0		1674.9	1		1665.5	0		1759.86	0	
11	1638.49	0		1705.73	0		1642.11	0		1711.13	0		1810.43	0	
12	1714.35	0		1770.63	1		1672.02	0		1763.38	1		1833.31	1	
13															
14															
15															

Shot Number	Sample 18			Sample 19			Sample 19			Sample 20			Sample 20		
	Back	Panel		Front	Panel		Back	Panel		Front	Panel		Back	Panel	
	Avg. Vel.	Perf	Note												
	(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)	
1	1424.1	0		1434.7	0		1426.4	0		1433.7	0		1428.7	0	
2	1529.8	0		1532.0	0		1528.1	0		1538.6	0		1502.4	0	
3	1626.3	0		1620.2	0		1622.9	0		1626.3	0		1607.9	0	
4	1710.5	0		1707.2	1		1710.3	1		1715.3	1		1711.4	1	
5	1794.3	1		1637.5	1		1641.5	1		1635.5	0		1639.1	0	
6	1749.2	1		1561.2	0		1580.3	0		1683.6	1		1674.9	1	
7	1675.49	1		1632.28	0		1627.46	0		1643.47	0		1641.07	1	
8	1595.94	0		1672.07	0		1683.57	1		1684.41	1		1566.14	0	
9	1647.68	1		1714.71	1		1614.07	0		1632.84	1		1647.92	0	
10	1605.88	0		1667.25	1		1661.88	0		1607.18	0		1682.38	1	
11	1644.37	0		1614.07	0		1714.71	1		1654.58	0		1635.31	0	
12	1686.09	0		1658.51	0		1667.49	1		1685.6	0		1578.34	0	
13															
14															
15															

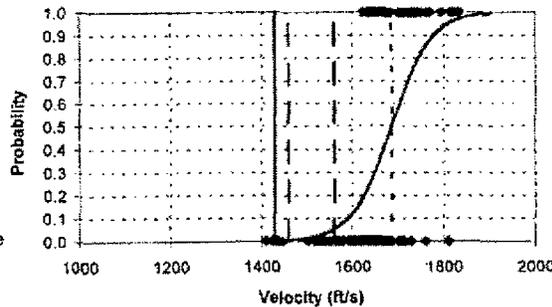
Summary: Total Usable Shots: 120 Good Perforations below 1460 ft/s: 0 Acceptable
 Perforations (Complete Penetrations): 40 Acceptable
 Stops (Partial Penetrations): 80 Acceptable

Test Data and Regression Model

Regression Analysis
 Regression Model: Logistic
 Model Parameters: β_0 : -39.5
 β_1 : 0.023

Estimated V50: 1686 ft/s
 Estimated V05: 1560 ft/s

Probability of perforation at NIJ reference velocity (1430 ft/sec): 0.2% Acceptable



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NATIONAL INSTITUTE OF JUSTICE
COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 10N029 Test ID: SAF09-001697 Report Date: 07/26/10
 Manufacturer: Safariland, LLC Model Designation: BA-3A00S-XT01 NIJ Armor Type: 3A

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

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

Shot Number	Sample 25 Front Panel			Sample 25 Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1385.2	0		1355.9	0	
2	1509.0	0		1466.3	0	
3	1599.2	0		1542.9	0	
4	1670.1	0		1642.8	0	
5	1759.3	0		1772.6	0	
6	1811.2	0		1812.6	0	
7	1932.01	1		1931.68	1	
8	1874.72	0		1873.74	0	
9	1926.22	1		1878.47	1	
10	1856.73	1		1874.17	1	
11	1779.72	1		1812.2	0	
12	1721.36	0		1825.26	0	
13						
14						
15						

Summary:
 Total Usable Shots: 24 Acceptable
 Perforations (CP): 7
 Stops (PP): 17
 Perforations below 1440 ft/s: 0 Acceptable
 Regression Analysis
 Regression Model: Logistic
 Model Parameters: β_0 : -54.1
 β_1 : 0.029
1855 FT/S

Shot Num	Sample 26 Front Panel			Sample 26 Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1322.7	0		1316.9	0	
2	1443.7	0		1462.2	0	
3	1519.7	0		1524.8	0	
4	1583.8	0		1601.1	1	
5	1639.7	0		1535.1	0	
6	1743.9	1		1592.0	0	
7	1662.99	0		1641.18	0	
8	1726.14	1		1693.78	1	
9	1681.3	1		1633.27	0	
10	1625.67	1		1719.56	0	
11	1568.46	0		1786.1	1	
12	1628.35	0		1729.52	1	
13						
14						
15						

Summary:
 Total Usable Shots: 24 Acceptable
 Perforations (CP): 8
 Stops (PP): 16
 Perforations below 1370 ft/s: 0 Acceptable
 Regression Analysis
 Regression Model: Logistic
 Model Parameters: β_0 : -43.0
 β_1 : 0.026
1668 FT/S

Overall Ballistic Limit Summary	
Perforations below $V_{ref} + 30$ ft/sec:	0 This requirement is for all Ballistic Limit tested samples - New and Conditioned This armor model meets the low perforation velocity performance requirements of NIJ Standard-0101.06 Section 7.9.5.
Probability of perforation at the P-BFS reference velocity	This requirement is for New armors only
Threat 1:	0.0%
Threat 2:	0.2%
This armor model meets the estimated V05 performance requirements of NIJ Standard-0101.06 Section 7.9.5.	

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

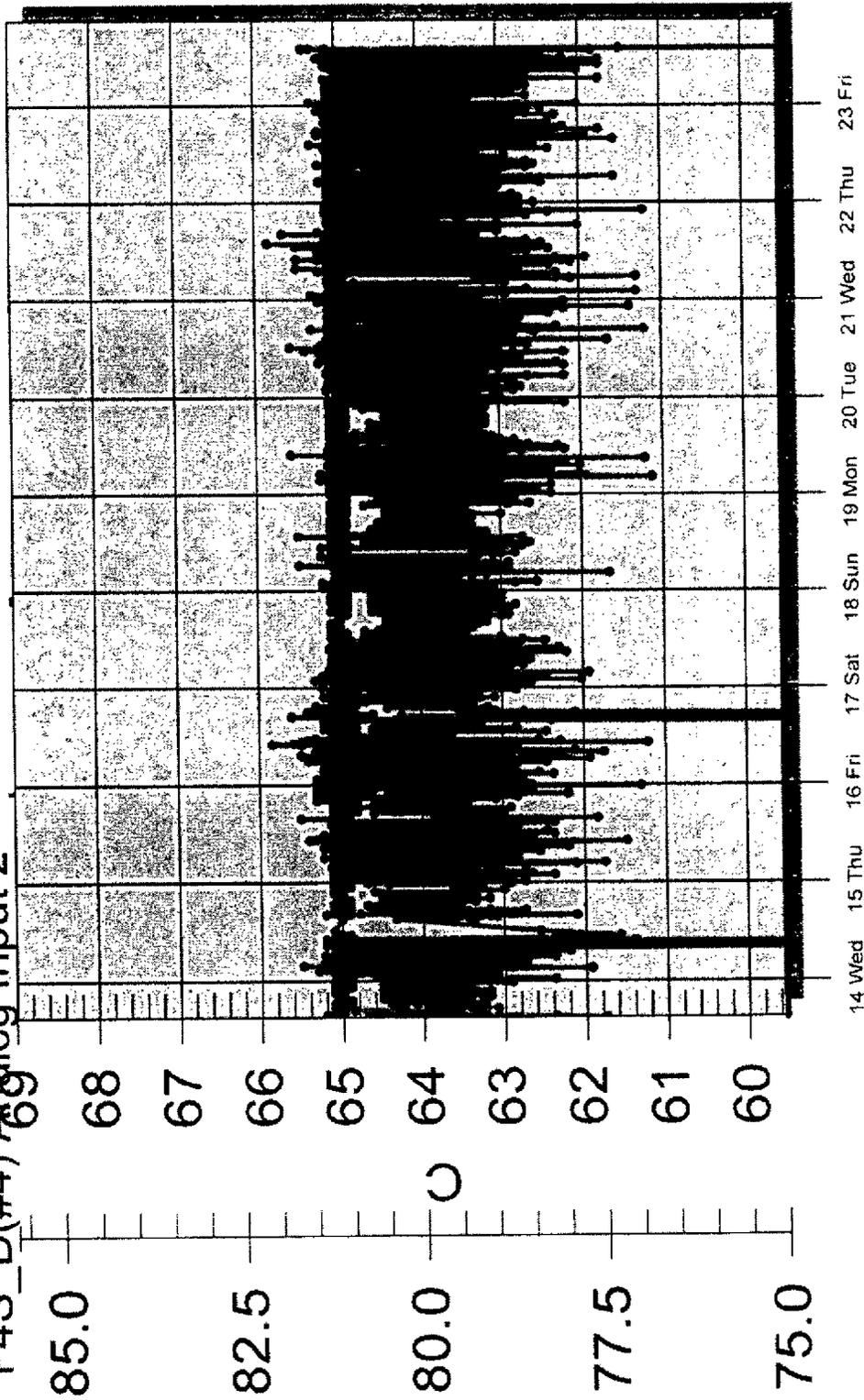
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10N025/29/30

7/23/10

F4S_D(#4) Analog Input 1

F4S_D(#4) Analog Input 2



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Jul 2010

United States Test Laboratory NIJ 0101.06 Conditioning Test

Date inserted 7/13/2010 Date Removed 7/23/2010 Manufacturer Safariland
 Time inserted 14:00 Time Removed 14:00 Model BA-3A00S-XT01

Sunday, July 18, 2010		Monday, July 19, 2010		Tuesday, July 20, 2010		Wednesday, July 21, 2010		Thursday, July 22, 2010		Friday, July 23, 2010	
Hour	Count	Hour	Count	Hour	Count	Hour	Count	Hour	Count	Hour	Count
0100	32100	0100	39300	0100	46500	0100	53700	0100	60900	0100	68100
0200	32400	0200	39600	0200	46800	0200	54000	0200	61200	0200	68400
0300	32700	0300	39900	0300	47100	0300	54300	0300	61500	0300	68700
0400	33000	0400	40200	0400	47400	0400	54600	0400	61800	0400	69000
0500	33300	0500	40500	0500	47700	0500	54900	0500	62100	0500	69300
0600	33600	0600	40800	0600	48000	0600	55200	0600	62400	0600	69600
0700	33900	0700	41100	0700	48300	0700	55500	0700	62700	0700	69900
0800	34200	0800	41400	0800	48600	0800	55800	0800	63000	0800	70200
0900	34500	0900	41700	0900	48900	0900	56100	0900	63300	0900	70500
1000	34800	1000	42000	1000	49200	1000	56400	1000	63600	1000	70800
1100	35100	1100	42300	1100	49500	1100	56700	1100	63900	1100	71100
1200	35400	1200	42600	1200	49800	1200	57000	1200	64200	1200	71400
1300	35700	1300	42900	1300	50100	1300	57300	1300	64500	1300	71700
1400	36000	1400	43200	1400	50400	1400	57600	1400	64800	1400	72000
1500	36300	1500	43500	1500	50700	1500	57900	1500	65100	1500	72300
1600	36600	1600	43800	1600	51000	1600	58200	1600	65400	1600	72600
1700	36900	1700	44100	1700	51300	1700	58500	1700	65700	1700	72900
1800	37200	1800	44400	1800	51600	1800	58800	1800	66000	1800	73200
1900	37500	1900	44700	1900	51900	1900	59100	1900	66300	1900	73500
2000	37800	2000	45000	2000	52200	2000	59400	2000	66600	2000	73800
2100	38100	2100	45300	2100	52500	2100	59700	2100	66900	2100	74100
2200	38400	2200	45600	2200	52800	2200	60000	2200	67200	2200	74400
2300	38700	2300	45900	2300	53100	2300	60300	2300	67500	2300	74700
2400	39000	2400	46200	2400	53400	2400	60600	2400	67800	2400	75000

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**Backface Signature Worksheet
New Armor**

Date: 7/8/10

Record #: 10N029

Test ID: SAF09-001697

Model: BA-3A00S-XT01

Level: IIIA

These are the results of the backface signature test conducted on the armor. The test was performed in accordance with the test method described in the test report. The test results are the property of BAE Systems.

		#1	#2	#3	
Threat 1	Panel 1	28.62	33.37	32.53	h
Threat 1	Panel 2	28.06	27.17	33.43	h
Threat 1	Panel 3	23.89	31.56	23.86	h
Threat 1	Panel 4	27.27	30.41	28.94	h
Threat 1	Panel 5	28.70	31.18	31.00	h
Threat 1	Panel 6	26.58	27.20	27.44	h
Threat 1	Panel 7	28.02	28.49	26.00	h
Threat 1	Panel 8	25.93	26.86	26.80	h
Threat 2	Panel 9	35.84	35.19	35.89	h
Threat 2	Panel 10	37.43	41.53	36.28	h
Threat 2	Panel 11	39.22	37.44	31.43	h
Threat 2	Panel 12	36.33	32.11	39.41	h
Threat 2	Panel 13	37.68	37.03	40.09	h
Threat 2	Panel 14	39.25	37.49	38.56	h
Threat 2	Panel 15	38.33	39.72	39.84	h
Threat 2	Panel 16	37.07	36.60	34.34	h

BFS Checked By: h

**Backface Signature Worksheet
Conditioned Armor**

Date: 7/26/10
 Record #: 10N029
 Test ID: SAF09-001697
 Model: BA-3A00S-XT01
 Level: IIIA

EXPORT CONTROL INFORMATION
 These commodities are controlled for export in accordance with the Export Administration Regulations. Diversion to other countries is prohibited.
 B.S.I. Systems

		#1	#2	#3	
Threat 1	Panel 41	29.94	31.44	33.07	h
Threat 1	Panel 42	26.45	27.73	29.53	h
Threat 1	Panel 43	30.26	29.62	32.95	h
Threat 1	Panel 44	29.10	31.79	31.96	h
Threat 2	Panel 45	35.05	38.10	34.79	h
Threat 2	Panel 46	37.11	30.15	35.47	h
Threat 2	Panel 47	36.18	33.14	35.46	h
Threat 2	Panel 48	34.85	35.42	38.64	h

BFS Checked By: 



CERTIFICATE OF LIABILITY INSURANCE

10/31/2011

DATE (MM/DD/YYYY)

3/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-A DC 1110 Vermont Ave. NW, Suite 700 Washington DC 20005 (202) 414-2400	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Allianz Global Risks US Insurance Co</td> <td>35300</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allianz Global Risks US Insurance Co	35300	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Allianz Global Risks US Insurance Co	35300													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED 1066041 Safariland, LLC 13386 International Parkway Jacksonville FL 32218														

COVERAGES BAESY01 KE **CERTIFICATE NUMBER:** 11190700 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	CGL 2003035	10/31/2010	10/31/2011	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 8,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB _____ DED _____ RETENTION \$ _____		N	ULA 2003036	10/31/2010	10/31/2011	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ XXXXXXXX
							E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of Missouri is an Additional Insured with respects to the General Liability per written contract with the named Insured.

CERTIFICATE HOLDER

CANCELLATION

11190700 State of Missouri 301 West High Street, Room 630 Jefferson City MO 65101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Southfield MI Office 3000 Town Center Suite 3000 Southfield MI 48075 USA	CONTACT NAME: PHONE (AC. No. Ext): (866) 283-7122 FAX (AC. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED Safariland, LLC 13386 International Parkway Jacksonville FL 32218 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allianz Insurance PLC		0080FI
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570041899930 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			GBL000736090 Excess Products Liability	10/31/2010	10/31/2011	EACH OCCURRENCE \$14,000,000 AGGREGATE \$14,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570041899930

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER State of Missouri 301 West High Street, Room 630 Jefferson City MO 65101 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

EXHIBIT G

**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (sections 34.350 to 34.359, RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in section 34.350, RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A -- All Products Are Manufactured or Produced in U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B -- Only One Product Line or No Products Are Manufactured or Produced in U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

Section C -- Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. **The bidder must list ALL products which are or may qualify as domestic below.** If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION
Line Item 001	Mexico	Nafta
* Concealable Carriers are made in Mexico*		

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

Ed Roehr Safety Products

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.

UNITED STATES TEST LABORATORY
BALLISTIC RESISTANCE TEST

Date Received: 08/19/10
Via: Fed Ex
Returned Via: UPS

Record No. BAE101644
Test Date: 08/24/10
Customer: BAE Systems

Test Conditions

Temperature: 73 °F.
Humidity: 50 %
Clay Block No.: 7
Clay Temp.: 99 °F
Drops (Avg.): 18.7 mm
Test Spec.: Modified/Abbreviated NIJ 0101.06
Threat Level: Special
Condition: New

Range 2

Muzzle to Scr. 1: 5.50 ft.
Screen 1 - 2: 5.73 ft.
Screen 2 - Target: 5.38 ft.
Midpoint to Target: 8.25 ft.
Target to Witness: 0 ft.
Barrel Length: 4 in.
Clay Block: 5.5 in.

Sample/Test Description				Ammunition Description				Chronograph		Results
Sample Size	Sample Weight (lbs.)	Wet/Dry	0-45 Deg. Angle	Shot No.	Shot Location	Caliber	Bullet Wt./Type	TIME sx-5	VELOCITY fps	Perforation BFS (mm)
1RC	2.48	Wet	0	1	1	357 Sig	125/GDHP	420.5	1362	23.24
1RC	2.48	Wet	0	2	2	357 Sig	125/GDHP	417.6	1372	29.16
1RC	2.48	Wet	0	3	3	357 Sig	125/GDHP	418.5	1369	25.90
1RC	2.48	Wet	30	4	4	357 Sig	125/GDHP	423.6	1352	No Perforation
1RC	2.48	Wet	45	5	5	357 Sig	125/GDHP	418.1	1370	No Perforation
1RC	2.48	Wet	0	6	6	357 Sig	125/GDHP	423.9	1351	No Perforation
								-	-	
								-	-	
								-	-	
								-	-	
								-	-	
								-	-	
								-	-	
								-	-	
								-	-	
								-	-	
								-	-	

This test was performed in accordance with the specification requirements and the results properly reflect the ballistic performance of the listed sample.

United States Test Laboratory
7447 W. 33rd St. N.
Wichita, KS 67205 U.S.A.

316-832-1600 Phone
316-832-1602 Fax

REMARKS/NOTES:

*Sample conditioned per N.I.J. 0101.06 Sec. 7.8.2.
**Projectiles provided by customer.
Shot-to-edge distance: 2.50"
Ammunition:
Speer 357 Sig 125gr GDHP (23918) @1375 fps (+/-30)

Sample Tested:
Model No.: BA-3A00S-XT01
Panel Side: Front
Size: 1RC
DoM: 7/10
Serial No.: 10141403
Lot No.: 20307
Threat Level: IIIA

EXPORT CONTROLLED DATA
These commodities and technology or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited.
BAE Systems

UNITED STATES TEST LABORATORY
BALLISTIC RESISTANCE TEST

Date Received: 08/19/10
Via: Fed Ex
Returned Via: UPS

Record No: BAE101676
Test Date: 08/30/10
Customer: BAE Systems

Test Conditions

Temperature: 73 °F.
Humidity: 48 %
Clay Block No.: 8
Clay Temp.: 101 °F.
Drops (Avg.): 20.1 mm
Test Spec.: Modified/Abbreviated NIJ 0101.06
Threat Level: Special
Condition: New

Range 3

Muzzle to Scr. 1: 6.33 ft.
Screen 1 - 2: 5.73 ft.
Screen 2 - Target: 4.58 ft.
Midpoint to Target: 7.45 ft.
Target to Witness: 0 ft.
Barrel Length: 4 in
Clay Block: 5.5 in.

Sample/Test Description				Ammunition Description				Chronograph		Results
Sample Size	Sample Weight (lbs.)	Wet Dry	0-45 Deg. Angle	Shot No.	Shot Location	Caliber	Bullet Wt./Type	TIME sx-5	VELOCITY fps	Perforation BFS (mm)
LRC	2.11	Wet	0	1	1	9mm	100 Frang	524.9	1091	12.72
LRC	2.11	Wet	0	2	2	9mm	100 Frang	534.6	1071	14.14
LRC	2.11	Wet	0	3	3	9mm	100 Frang	523.1	1095	16.55
LRC	2.11	Wet	30	4	4	9mm	100 Frang	534.6	1071	No Perforation
LRC	2.11	Wet	45	5	5	9mm	100 Frang	519.8	1102	No Perforation
LRC	2.11	Wet	0	6	6	9mm	100 Frang	529.9	1081	No Perforation

This test was performed in accordance with the specification requirements and the results properly reflect the ballistic performance of the listed sample. United States Test Laboratory 7447 W. 33rd St. N. Wichita, KS 67205 U.S.A. 316-832-1600 Phone 316-832-1602 Fax

REMARKS/NOTES:

*Sample conditioned per N.I.J. D101.06 Sec. 7 B.2.
**Projectiles provided by customer.
Shot-to-edge distance: 2.50"

Ammunition:

Federal 9mm 100gr. Frangible (BC9NT3) @ 1100 fps (+/- 30 fps).

Sample Tested:

Model No.: BA-3A00S-XT01
Panel Side: Front
Size: LRC
DoM: 7/10
Serial No.: 10141393
Lot No.: 20307
Threat Level: IIIA

EXPORT CONTROLLED DATA
These commodities, technology or data are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. Law is prohibited.
BAE Systems

Ed Roehr Safety Products
2710 Locust St.
St. Louis MO 63103

Attn: Ray Burgess
DPM/M
301 West High Street, Rm 630
Jefferson City MO 65101-1517

Jeremiah W. (Jay) Nixon
Governor



Kelvin Simmons
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://www.oa.mo.gov/purch>

James Miluski
Director

April 6, 2011

Ed Roehr Safety Products
Dathan Baldwin
2710 Locust Street
St. Louis, MO 63103

VIA FACSIMILE (AND MAIL): Dathan@edroehrsafety.com

Dear Mr. Baldwin:

In accordance with paragraph 8f of the Terms and Conditions of IFB B1Z11052 for concealable soft body armor and section 34.040.3, RSMo, this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter are two attachments.

The first attachment is the Best and Final Offer (BAFO) Request List and it includes a listing of areas identified in your bid as concerns, areas requiring clarifications, and areas of deficiency which may not comply with the requirements of the IFB. The list also includes a request for specific responses to identified IFB paragraphs.

The second attachment is a complete copy of the IFB, including revisions to the IFB as a result of the BAFO. It includes a Best and Final Offer (BAFO) Form as the cover page.

Your detailed BAFO response needs to include the BAFO Form, completed and signed by an authorized representative of your organization. In addition, your detailed BAFO response should address each area identified on the BAFO Request List using the same numbering outline as the list. However, please be advised that it is not necessary for you to resubmit your entire bid. Only the signed BAFO Form, your response to the BAFO Request List, and any portions of your bid that are being revised as a result of this request for a Best and Final Offer need to be submitted.

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your bid. However, please understand that the State of Missouri is under no obligation to advise you of concerns regarding your bid and makes no claim related thereto. Your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the IFB have been met, (2) all IFB requirements are adequately described since all areas of the bid are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" **BY 5:00 PM CENTRAL TIME ON APRIL 13, 2011** to:

Attention: Roy Burgess
Division of Purchasing and Materials Management
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

The outside of the packet containing the BAFO response needs to state, "BAFO for B1Z11052" on the lower left corner. Please include the original plus five (5) copies (for a total of six (6) documents) of your response. **Faxed or e-mailed responses are not acceptable.**

You are reminded that pursuant to section 610.021, RSMo, bid documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all bids are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the IFB, the evaluation, etc. to me, as the buyer of record. Neither you nor your agents may contact any other state employee regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your bid or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please contact me at (573) 751-1692 or e-mail me at roy.burgess@oa.mo.gov. I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your bid.

Sincerely,

Roy Burgess

c: IFB B1Z11052

Attachments: Best and Final Offer Request List
Request for Best and Final Offer (BAFO) form

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. 001 FOR IFB B1Z11052

1. **IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN:**

- 1.1 Ed Roehr Safety Products' response included a certificate of insurance from the manufacturer offering comprehensive general liability insurance coverage to include product liability coverage in the amount of twenty-six million dollars minimum per occurrence; however, the certificate did not list the State of Missouri and all its assigned agents.

As indicated in the revised paragraph 5.8.1 of BAFO #001, the certificate of insurance from the manufacturer must list the State of Missouri and all its assigned agents.

- 1.2 Ed Roehr Safety Products' response did not provide written documentation from an independent laboratory approved by the NIJ confirming the Winchester 9mm 127 grain +P+ SXT.

As indicated in the ADDED paragraph 5.9.2 of BAFO #001, Ed Roehr Safety Products must provide written documentation from an independent laboratory approved by the NIJ confirming the test of the Winchester 9mm 127 grain +P+ SXT.

- 1.3 Paragraph 5.19.5 of the IFB states, "In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit G, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract."

Ed Roehr Safety Products completed Section A of Exhibit G certifying it as a domestic made or produced product. Item 10 on Exhibit C was left blank. The tag on the sample vest submitted indicates, "Made in Mexico".

Please confirm whether according to your product manufacturer the products bid are manufactured or produced in the United States or elsewhere. If not produced in the United States then complete Exhibit G with applicable information.

2. **BIDDER'S RESPONSE TO CHANGED REQUIREMENTS:**

- 2.1 The IFB document has been revised by BAFO 001. Note that the revisions are indicated in ***bold italics***.

Ed Roehr Safety Products must indicate its understanding and acceptance of the revised IFB. If such revisions necessitate a change in pricing and/or change in your response, Ed Roehr Safety Products is required to resubmit pricing and respond to the revised IFB.

ORIGINAL



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 INVITATION FOR BID (IFB)

AMENDMENT NO.: 001
 IFB NO.: B1Z11052
 TITLE: SOFT BODY ARMOR
 ISSUE DATE: 12/20/10

REQ NO.: N/A
 BUYER: Roy Burgess
 PHONE NO.: (573) 751-1692
 E-MAIL: roy.burgess@oa.mo.gov

RETURN BID NO LATER THAN: 01/07/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

(U.S. Mail)
 DPMM
 PO BOX 809
 JEFFERSON CITY MO 65102-0809

or

(Courier Service)
 DPMM
 301 WEST HIGH STREET, ROOM 630
 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF CORRECTIONS
 VARIOUS LOCATIONS

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Ed Roehr Safety Products
MAILING ADDRESS 2710 Locust Street
CITY, STATE, ZIP CODE St Louis MO 63103

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Ed Roehr Auto Radio
IRS FORM 1099 MAILING ADDRESS 2710 Locust Street
CITY, STATE, ZIP CODE St Louis MO 63103

CONTACT PERSON Dathan Baldwin		EMAIL ADDRESS dathan@edroehrsafety.com	
PHONE NUMBER 314-533-9344		FAX NUMBER 314-533-3830	
TAXPAYER ID NUMBER (TIN) 43-0624955	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 43062495504	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 01-04-2011	
PRINTED NAME Dathan Baldwin		TITLE Regional Sales Manager	

AMENDMENT #001 TO IFB B1Z11052**TITLE: SOFT BODY ARMOR****PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:**

1. The **CLOSING DATE** has been changed as follows:

As Stated: Return Bid No Later Than: 12/22/10 at 2:00 p.m.

Change To: Return Bid No Later Than: 01/07/11 at 2:00 p.m.

2. Paragraph 3.2.5 has been **REVISED**.
3. Paragraph 3.5.1 (2) has been **DELETED**.
4. Paragraph 5.10.1 has been **REVISED**.
5. Pricing Page has been **REVISED**.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

IFB NO.: BIZ11052
TITLE: SOFT BODY ARMOR
ISSUE DATE: 12/06/10

REQ NO.: NR 931 YYY11709033
BUYER: ROY BURGESS
PHONE NO.: (573) 751-1692
E-MAIL: roy.burgess@oa.mo.gov

REVISED BY AMENDMENT #001

RETURN BID NO LATER THAN: 01/07/11 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

<p>(U.S. Mail) RETURN BID TO: DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101</p>
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CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Corrections
Various Locations

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 01/20/10). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Ed Roehr Safety Products
MAILING ADDRESS 2710 Locust Street
CITY, STATE, ZIP CODE St Louis MO 63103

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Ed Roehr Auto Radio
IRS FORM 1099 MAILING ADDRESS 2710 Locust Street
CITY, STATE, ZIP CODE St Louis MO 63103

CONTACT PERSON Dathan Baldwin		EMAIL ADDRESS dathan@edroehrsafety.com	
PHONE NUMBER 314-533-9344		FAX NUMBER 314-533-3830	
TAXPAYER ID NUMBER (TIN) 43-0624955	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 01-04-2011	
PRINTED NAME Dathan Baldwin		TITLE Regional Sales Manager	

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders to establish a contract for the purchase of concealable soft body armor and ballistic inserts for the Missouri Department of Corrections' various facilities (hereinafter referred to as "state agency") on an as needed if need basis, in accordance with the requirements and provisions stated herein.
- 1.1.2 The Department of Corrections intends to use the concealable body armor for its prison personnel who accompany inmates in cross-country travel to other prison or court sites.

1.2 Awarded Bid and Contract Document Search:

- 1.2.1 Both the previous contract (C108012001) and the procurement documentation (B1E08012) may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the bid are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period.

If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.3 Renewal Period:

2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

- a. If a renewal percentage is not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Price:

2.4.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.5 Prices Must Be Lowest:

2.5.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.6 Payment Terms:

2.6.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.

2.6.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

2.6.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

2.7 Contractor Liability:

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.8 Termination:**
- 2.8.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.9 Contractor Status:**
- 2.9.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.10 Coordination:**
- 2.10.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.11 Estimated Quantities:**
- 2.11.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 2.12 Federal Funds Requirement:**
- 2.12.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents

describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.13 Subcontractors:

- 2.13.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.13.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.14 Participation by Other Organizations:

- 2.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded bid.
- 2.14.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.14.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded bid. If the contractor's payments to the

participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- 2.14.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
- a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 2.14.5 Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit form available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit form providing the same information.
- 2.15 Contractor's Personnel:**
- 2.15.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.15.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 2.15.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.15.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.15.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.16 Confidentiality and Security Documents:

2.16.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3. TECHNICAL SPECIFICATIONS

3.1 General:

3.1.1 The contractor must provide concealable soft body armor vests that meet all requirements stated herein. The vests provided under contract must comply at all times with the standards and specifications listed below.

3.1.2 Unless otherwise indicated in the specifications stated herein, the following list of standards and specifications currently in effect shall be incorporated into the contract by reference:

- NIJ 0101.06
- MIL-STD-662, V50 Ballistic Test For Armor
- Federal Standard No. 751, Stitches, Seams & Stitching
- ISO 9001:1994 Quality Standard, dated August 1, 1994

3.2 Design Requirements:

3.2.1 The vests provided by the contractor shall be designed for routine daily wear as an undergarment, and shall be durable, washable, thin, flexible, lightweight, and comfortable allowing for the greatest amount of ballistic protection consistent with also providing a high degree of concealment, and a minimum restriction of motion and mobility.

3.2.2 The vests must protect against labeled projectiles in accordance with NIJ Type 3A requirements.

3.2.3 The vest shall be a slip-over type with a scooped neck that covers the majority of the upper torso and includes side torso coverage, and can be worn to maintain conceal-ability as it is worn underneath an open-collar shirt. Sharp corners and straight edges on the vest shall be unacceptable.

3.2.4 Vests shall be designed and equipped with fasteners that provide for proper positioning and comfort. Vest panels and carriers shall be equipped with an internal suspension system which prevents ballistic panels from sagging and thereby ensures full protection.

REVISED BY AMENDMENT #001

3.2.5 Each vest shall consist of the following: one (1) set of ballistic panels (one front and one rear), two (2) complete washable carriers, one (1) trauma reduction plate insert, one (1) IMPAC-MT special threat plate – size 5x8, and one (1) tactical outer carrier vest - *clean*.

3.3 Vest and Ballistic Materials Requirements:

3.3.1 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: woven Twaron (or equal) and unidirectional polyethylene.

3.4 Panel Construction Requirements:

3.4.1 There shall be no stitching completely through the entire ballistic panel(s), with exception of tacks at the panels' edges, no exceptions.

3.5 National Institute of Justice (NIJ) Testing:

3.5.1 Within ten (10) calendar days after the award of contract, at no additional cost to the agency, the contractor shall provide the agency with written documentation from an independent laboratory approved by the National Institute of Justice (NIJ) that confirms the following tests:

- 1) The vest must 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 contractor shall have the armor tested utilizing the least number of layers which exist in any part of the ballistic package.

DELETED BY AMENDMENT #001

2) *DELETED*

- 3) V50 Performance: In accordance with NIJ 0101.06, MIL-STD-662F, and TOP 2-2-710 using NIJ 0101.06 9mm, 124 grain Full Metal Jacket (FMJ) test projectiles. The V50 test shall be against clay backing only and must meet or exceed the following:

Threat level	Bullet Description	V50 Velocity (Minimum)
3A	44 mag. 240-grain JSP	1,647 fps

- 4) Relative performance: test results for the vest must comply with the following minimum test results:

Threat level	Bullet Description	Relative Performance Index (RPI Minimum)
3A	9mm, 124-grain FMJRN	1,224
3A	44 mag. 240-grain JSP	1,185

- 5) Trauma performance: test results for the vest must comply with the following maximum test results:

Threat level	Bullet Description	Back Face Signature (BFS Maximum)
3A	9mm, 124-grain FMJRN	31 mm
3A	44 mag. 240-grain JSP	40 mm

- 6) Special Threat: The testing must include the Winchester 9mm 127 grain +P+ SXT.

3.5.2 Failure to provide the written documentation from an independent laboratory approved by the NIJ shall be considered a breach of contract. Any testing other than from an NIJ approved laboratory shall not be accepted.

3.6 Labeling Requirements:

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

3.6.2 All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.06. The ballistic panel labeling shall include, but not be limited to the following:

- a) Name of Manufacturer
- b) Level of Protection
- c) Date of Fabrication
- d) Size
- e) Serial Number
- f) Model of Vest
- g) Care Instructions
- h) Lot Number
- i) Date of Issue

3.7 Ballistic Panel Cover Material Requirements:

3.7.1 Each ballistic panel for each vest shall be covered in 70 X 70 denier nylon/antron rip-stop for water repellency. Tensile strength (breaking point in pounds) must be a minimum of 199.5 lbs. The material shall have no visible fabric or color flaws.

3.8 Vest Outer Carrier Requirements:

3.8.1 The outer shell of the vest shall be constructed of nylon-cotton rip-stop material. Shoulder and waist straps shall be constructed of soft elastomeric composite material, and closure attachments shall be effective and easy-to-use. The carrier shall consist of wicking mesh on the body side. The outer machine washable carrier shall be removable from the ballistic panels.

3.9 Trauma Insert Requirements:

3.9.1 A trauma reduction insert constructed of bullet-resistant material cut 5" X 8" (12.7 X 20.3 cm) shall be provided with the vest. The trauma reduction insert shall be placed in a nylon cover tucked into one end of the ballistic materials, and sewn shut through to hold it in place.

4. PERFORMANCE REQUIREMENTS

4.1 Contractor's Agreement:

4.1.1 The contractor shall agree that products provided under the contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein.

4.2 Measurements and Fitting:

4.2.1 At the request of the agency, the contractor shall furnish an authorized and trained representative to fit the garment assigned to the Department of Corrections officer(s) at no additional charge. Such representative shall see that the officer(s) is/are properly fitted according to conditions and specifications contained herein. The contractor's representative shall travel to various state agency sites (See Attachment #1) located throughout the State of Missouri to perform fittings at no additional cost to the State.

4.3 Product Liability Requirements:

- 4.3.1 Upon award, the contractor must obtain a certificate of insurance from the manufacturer and provide it to the Division of Purchasing & Materials Management. The certificate of insurance must offer comprehensive general liability insurance coverage, to include product liability coverage in the amount of twenty-six million dollars (\$26,000,000.00) minimum per occurrence, which shall be effective throughout the warranty. The policy shall indemnify the State of Missouri and all its assigned agents in the award, procurement and utilization of the items specified in the contract.
- 4.3.2 The contractor must maintain \$1,000,000.00 liability insurance coverage on the vests delivered and list the Missouri Department of Corrections as an additional insured.

4.4 Warranty Requirements:

- 4.4.1 The contractor must provide a manufacturer's warranty on the vest ballistic panels for a minimum of five (5) years after acceptance by the state agency; said warranty shall cover defects in materials and defects in workmanship.
- 4.4.2 Vest covers shall be fully warranted for a minimum of twelve (12) months after acceptance by the state agency; said warranty shall cover defects in material and workmanship.
- 4.4.3 The warranty shall commence upon delivery and acceptance of the product by the State of Missouri.

4.5 Substitutions:

- 4.5.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 4.5.2 The state reserves the right to allow the contractor to substitute any new product offered by the contractor on all unshipped and future orders if capabilities and quality are equal to or greater than the product under contract and if prices are equal to or less than contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

4.6 Replacement of Damaged Product:

- 4.6.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4.7 Delivery Performance:

- 4.7.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.
- 4.7.2 A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering

the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- 4.7.3 Institutions may have specific times that deliveries can be accepted based on security procedures. The contractor shall coordinate delivery times with the institution. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for re-delivery shall be the responsibility of the contractor.

4.8 Packaging:

- 4.8.1 All soft body armor shall be packaged and shipped consistent with accepted and responsible commercial practices. Each set of armor, along with its optional equipment shall be placed in an individual plastic bag.
- 4.8.2 The soft body armor shall be packed in a suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

4.9 Single Point of Contact Requirement and Support:

- 4.9.1 The contractor shall act for the state agency or public entity as a "single point of contact" regarding all contract use issues such as ordering, invoicing, delivery, service or repair, product questions, problem resolution, payment, and as a liaison between the state agency and the manufacturer on all product/warranty issues which may arise regarding products purchased under the contract. The single point of contact must promptly answer questions and resolve problems that arise.
- 4.9.2 In addition, the single point of contact must be available to the State during the contractor's regular operating hours 8:00 A.M. to 5:00 P.M. Central Time. The single point of contact must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contracted product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information. The single point of contact shall be available to the state agencies by phone, fax, and email. The contractor shall provide all contact information and keep it maintained and updated through the duration of the contract via coordination with the Division of Purchasing and Materials Management.
- 4.9.3 The contractor shall provide and maintain a toll-free number for all contract activities including orders, product information, payments, etc. Back-up contact information shall also be provided by the contractor in the event the toll-free number becomes inoperable.

5. BIDDERS' INSTRUCTIONS

5.1 Contact:

- 5.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the buyer identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.

5.2 Business Compliance:

- 5.2.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of

Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

5.3 Electronic Bids:

5.3.1 **ELECTRONIC SUBMISSION THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS IFB.**

5.4 Open Competition:

5.4.1 Any manufacturer's name, trade names, brand names, information and/or SKU numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

5.5 Unit of Measure:

5.5.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the buyer.

5.5.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the buyer prior to submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

5.6 Compliance with Terms and Conditions:

5.6.1 The bidder's response shall not take exception to or conflict with the mandatory requirements of the IFB (denoted by the words "must" and "shall") including the IFB terms and conditions.

5.6.2 The bidder is cautioned that when submitting pre-printed terms and conditions or documentation regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements.

5.6.3 The bidder's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the IFB, must be submitted herein. The bidder shall be required to do one of the following if terms and conditions are submitted: (1) The bidder must clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the IFB BIZ11052, the IFB shall govern" or (2) Sign the signature block in Exhibit A, entitled "Addendum to the Bidder's Terms and Conditions". Failure to place this statement with the bidder's terms and conditions or not signing Exhibit A and/or taking exception to the State's terms and conditions may prohibit the State of Missouri from doing business with the bidder.

5.7 Submission of Bids:

- 5.7.1 Organization of Content: To facilitate the evaluation process, the bidder is encouraged to organize their bid into distinctive sections that correspond with the individual evaluation categories described herein.
- 5.7.2 Conciseness/Completeness of Bid: It is highly desirable that the bidder respond in a complete, but concise manner. It is the bidder's sole responsibility to submit information in their bid as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of their bid. Unnecessary information should be excluded from the bid.
- 5.7.3 Copies: When submitting a bid, the bidder should include one (1) original document, plus three (3) additional copies. The front cover of the original bid should be labeled "original" and the front cover of all copies should be labeled "copy".
- 5.7.4 Imaging Ready: All bids are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed or after all bids are rejected. The scanned information will be able to be viewed through the Internet from the Public Record Search system. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids. Glue bound materials should not be used.

5.8 Product Liability Insurance:

- 5.8.1 The bidder should submit with their bid proof that the manufacturer of the body armor has product liability insurance in an amount of not less than twenty six million dollars (\$26,000,000.00) per occurrence. The liability insurance shall remain in effect for the duration of the contract. If the bidder does not submit proof of the manufacturer's liability insurance with the bid, then the bidder must submit proof of documentation upon request prior to final award of bid. Failure to comply may result in disqualification of the bid from consideration for contract award.

5.9 Documentation:

- 5.9.1 The following certifications and test reports should be included with the bidder's response. If not included with the bidder's response, said documentation must be provided within five (5) calendar days of the Buyer's request. Failure to provide documentation will adversely affect the status of the bidder's response and may render it non-responsive.

- NIJ 0101.06
- MIL-STD-662, V50 Ballistic Test For Armor
- Federal Standard No. 751, Stitches, Seams & Stitching
- ISO 9001:1994 Quality Standard, dated August 1, 1994

- 5.9.2 The bidder may be required to submit a sample of the product bid. If notified, such samples should be clearly identified with: (1) the bidder's company name, (2) IFB bid number, and (3) item identified. Samples should be sent to the Department of Corrections, Central Region Commodity Warehouse, Attn: Robin Norris, 8416 No More Victims Road, Jefferson City, Missouri 65101. Samples shall be submitted at no additional cost to the State of Missouri and will not be returned. A bidder failing to submit samples within five (5) working days after notification from the Division of Purchasing and Materials Management may not be considered for award.

5.10 Samples:

REVISED BY AMENDMENT #001

- 5.10.1 *It is highly preferred that a sample be submitted at the time of the bid submission to include one complete (1) vest with all required features and inserts. The sample shall be provided at no cost to the*

State of Missouri. The sample should be clearly identified with: (1) the bidder's company name, (2) IFB bid number, and (3) brand and model number. *If notified to submit a sample, the sample must be submitted within ten (10) working days after notification.* Failure to provide the sample may result in disqualification of the bid.

- 5.10.2 If sample testing indicates that the product does not meet mandatory specifications or is found otherwise unacceptable, the award shall not be made to that bidder.
- 5.10.3 The sample submitted must be the exact item bid, and it must conform to the mandatory IFB specifications for the specific line item.
- 5.10.4 The awarded bidder's sample will not be returned. All other sample vests may be returned upon request from the bidder. Samples will be returned at the bidder's expense. All packaging and mailing information necessary for returning the sample vests to the bidder must be submitted to the DPMM at the address indicated on page 1 of the IFB.

5.11 Evaluation and Award Process:

5.11.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below:

a. Cost.....	100 points
b. Vest Wearability and Quality	70 points
c. Contractor's Experience and Reliability.....	10 points
d. Contractor Support	10 points
e. MBE/WBE Participation	10 points

- 5.11.2 After an initial screening process, a question and answer conference or interview may be conducted with the bidder, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the bidder may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 5.11.3 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- 5.11.4 The bidder should present in detail all products proposed in response to this invitation. It is the bidder's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluation committee has a specific knowledge of the products proposed, but that each member of the committee does have sufficient technical background to conduct an evaluation when presented complete information.
- 5.11.5 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 5.11.6 **Bidders should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

5.12 Evaluation of Cost:

- 5.12.1 The bidder must submit a firm, fixed price for the item indicated on the Pricing Page. The price quoted must include all packing, handling, shipping, and freight charges FOB Destination Freight Prepaid and Allowed.
- 5.12.2 The cost evaluation shall cover the original contract period plus the renewal periods. The cost evaluation shall include all mandatory requirements, although the State reserves the right to consider optional pricing if deemed appropriate.
- a. Cost will be calculated by multiplying the quoted price by the estimated quantity. Cost points shall be calculated based on the following formula using the total price computed as described below:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 = \text{Cost evaluation points}$$

- 5.12.3 The objective evaluation of cost shall be based upon the firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the IFB. The State of Missouri shall assume absolutely that no other cost exist to satisfy the IFB's requirements. Therefore, the successful bidder shall be responsible for any additional cost.

5.13 Evaluation of Vest Wearability and Quality:

- 5.13.1 The evaluation of the bidder's proposed vest shall be subjective based on the wearability and quality of the vest. It shall be the State of Missouri's sole determination in evaluating the bid to designate subjective points based on, at minimum, the following considerations:
- a. Ease of donning vest;
 - b. Ease of doffing vest;
 - c. Overall comfort;
 - d. Vest durability;
 - e. Ease of cleaning;
 - f. Minimum restriction of motion or mobility;
 - g. Number and kinds of attachment features on vest;
 - h. Design of the vest;
 - i. The ballistic materials of the vest;
 - j. The vest outer carrier material; and
 - k. The vest label material and the information contained on the ballistic panel label.

5.14 Evaluation of Experience and Reliability:

- 5.14.1 Experience of the bidder's organization will be considered subjectively in the evaluation process. Exhibit B is provided to present this information. The bidder should provide information relative to the successful experience in past performances, especially those performances related to the requirements of this IFB.

5.15 Evaluation of Contractor Support:

- 5.15.1 Contractor support of the bidder's organization will be considered subjectively in the evaluation process. Exhibit C is provided to present this information. The bidder should describe their ability to satisfy the service requirements of this IFB in an effective and efficient manner. This should include but not be limited to insurance coverage, warranty information, the single point of contact, measuring, reworks, customer service, and economic impact on the State of Missouri.

5.15.2 The bidder's response should be straightforward and limited to facts, solutions to problems, and plans of action. Those bidders with a sound contract implementation to serve the state agency will be rated higher.

5.16 Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation:

5.16.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

5.16.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

5.16.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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5.16.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit D, Participation Commitment**, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate - The offeror must either provide a properly completed **Exhibit E, Documentation of Intent to Participate Form**, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete **Exhibit E, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

5.16.5 Commitment - If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on **Exhibit D, Participation Commitment** shall be interpreted as a contractual requirement.

5.16.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

5.16.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oa.mo.gov/o eo>

5.17 Preference for Organizations for the Blind and Sheltered Workshops:

5.17.1 Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate - The bidder must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).
NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment - If the bidder's bid is awarded, the participation committed to by the bidder on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

5.18 Missouri Service-Disabled Veteran Business Preference:

5.18.1 Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit **Exhibit F**, Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed **Exhibit F** and the documentation specified on **Exhibit F** in accordance with the instructions provided therein, no preference points will be applied.

5.19 American Made:

5.19.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

5.19.2 Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

5.19.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

5.19.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

5.19.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return **Exhibit G**, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

5.20 Debarment Certification:

5.20.1 The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., **Exhibit H** with their bid. This document must be satisfactorily completed prior to award of the contract.

5.21 Affidavit of Work Authorization and Documentation:

5.21.1 Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **Exhibit I**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit I** must be submitted prior to an award of a contract.

PRICING PAGE

The products shall conform to the specifications contained herein. The bidder must state firm and fixed pricing for the item listed below.

LINE ITEM	MANDATORY SPECIFICATIONS	ESTIMATED QUANTITY	UNIT	UNIT PRICE
REVISED BY AMENDMENT #001				
001	C/S Code: 68008 <i>Police Protection Equipment (Body Armor And Riot Shields)</i> Concealable soft body armor <i>for male and female</i> NIJ 0101.06 certified vest <i>thinness</i> --less than 0.250 inch. areal density--less than 1.25 pounds per square foot. Each vest shall include the following: one (1) set of ballistic panels (one (1) rear and one (1) front) two (2) complete washable carriers one (1) trauma reduction plate insert one (1) IMPAC-MT special threat plate - <i>size 5x8</i> one (1) tactical outer carrier vest - <i>clean</i>	250	EA	\$ 819.00

NIJ certified level IIIA Safariland BA-3A00S-XT01

State brand and model bid: Safariland/American Body Armor XT01-III A

The bidder should indicate the following for the item proposed:

Certification: NIJ 0101.06

Vest *thinness*: 0.240 inch.

Areal Density: 1.24 lbs per square foot.

Renewal Options:

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The bidder must respond to the following line items regarding renewal pricing. The bidder may indicate either a renewal price increase stated as a maximum percentage of increase, applicable to all line items, or a price decrease, stated as a guaranteed minimum percentage of decrease applicable to all line items. The bidder should not bid BOTH a price percentage increase and decrease for the same renewal period but must clearly indicate if the percentage is an INCREASE or a DECREASE. Bidders submitting an electronic bid are strongly advised to submit a comment or attachment to distinguish between an increase or decrease. In the event no comment or attachment is submitted, the State of Missouri shall interpret the percentage as an INCREASE in the absence of bid clarification.

Regarding price increase percentages for renewals: The bidder must indicate the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option year(s). If a percentage is not quoted (i.e., left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then current price" or "consumer price index" are NOT ACCEPTABLE. The percentage(s) indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

EXHIBIT A**ADDENDUM TO THE BIDDER'S TERMS AND CONDITIONS**

By signing the signature block below, the bidder hereby declares understanding and agreement with the following: (1) that the language of this IFB shall govern in the event of a conflict with his/her response, including any pre-printed terms and conditions documents that are submitted as part of his/her response, and (2) that any of the bidder's terms and conditions contained in the submitted response or pre-printed terms and conditions documents that conflict with the IFB's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the bidder's response or pre-printed terms and conditions documents that are not in conflict with the IFB shall apply hereto.

(SIGNATURE REQUIRED)

	1-6-11
AUTHORIZED SIGNATURE	DATE
Dathan Baldwin	Regional Sales Manager
PRINTED NAME	TITLE
Ed Roehr Safety Products	
BIDDER'S COMPANY NAME	

EXHIBIT B

EXPERIENCE

The bidder should provide at least three (3) customer references which documents successful and reliable experience in past performances, especially those performances similar to the requirements indicated herein. In addition, the offeror should give a brief description of the services performed.

Company Name: Camden County Sheriff's Department

Contact Name: Tony Helms

Contact's Title: Captain

City: Camdenton State: MO

Telephone Number and Area Code: 573-346-2243

Description of Equipment/Services Furnished: I Supply Body Armor/Duty Gear/Taser/Emergency Lighting to this Agency

Company Name: Columbia Police Department

Contact Name: Sandra Smith

Contact's Title: Equipment and Procurement Specialist

City: Columbia State: MO

Telephone Number and Area Code: 573-874-7602

Description of Equipment/Services Furnished: Body Armor/Vehicle Equipment/Taser

Company Name: Jefferson City Police Department

Contact Name: Lauren Maddox

Contact's Title: Equipment and Procurement Specialist

City: Jefferson City State: MO

Telephone Number and Area Code: 573-634-6348

Description of Equipment/Services Furnished: Body Armor/Vehicle Equipment/Taser

EXHIBIT C

CONTRACTOR SUPPORT

The evaluation of the bidders contractor support will be subjective and based on the bidders ability to meet the specific requirements of the IFB. The bidder should address each item stated below. The bidder's response should be straightforward and limited to facts, solutions to problems, and plans of action. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

- 1. List the name of the insurance company and address that will provide a comprehensive general liability insurance coverage to include product liability coverage in the amount of twenty-six million dollars (\$26,000,000.00) minimum per occurrence. The policy shall indemnify the State of Missouri and all its assigned agents in the award, procurement and utilization of the items specified in the contract.

Allianz Insurance PLC/AON Risk Services Central, Inc Southfield MI Office-3000 Town Center-Suite 3000 Southfield MI 48075 USA

- 2. List the name of the insurance company and address that will provide a million dollars (\$1,000,000.00) liability insurance coverage on the vests listing the Missouri Department of Corrections as an additional insured after notification of award for the contract.

ACE American Insurance Company/Indemnity Insurance Co of North America/Allianz Global Risk US Insurance Co/ Lockton Companies,LLC-A DC 1110 Vermont Ave. NW, Suite 700 Washington DC 20005

- 3. Describe how the bidder will perform as the single point of contact for the state regarding any question, warranty issue, or product problem resolution.

Dathan Baldwin is the Regional Sales Manager for Ed Roehr Safety Products. He travels in the region so if there are questions, he can be reached during and after business hours for consultation verbally. With 6 years of experience and extensive training with the American Body Armor brand he can answer all questions, or will get the answer in a timely manner.

- a. The bidder shall provide the person to serve as a single point of contact during the contract period. The bidder shall include the telephone number, facsimile number, and e-mail for each contact.

Contact Person: Dathan Baldwin

Telephone Number: 816-215-7581 636-299-8412

Facsimile Number: 314-533-3830

E-Mail address: dathan@edroehrsafety.com

- b. The bidder shall provide the person to serve as a back up during the contract period. The bidder shall include the telephone number, facsimile number, and e-mail for each contact.

Contact Person: Andrew Strebler

Telephone Number: 314-533-9344

Facsimile Number: 314-533-3830

E-Mail address: _____ andrew@edroehrsafety.com _____

EXHIBIT C, continued

4. Address the bidder's capability to measure, re-works, and provide customer service to all locations throughout the state. Any level of support the bidder plans to provide to the state agency while under contract should be described.

With 6 years of experience measuring, having Size-Rite certified training, and extensive training with the American Body Armor brand I can supply all measuring or re-work needs. As the Regional Manager for Ed Roehr Safety Products I travel throughout Missouri and can provide any customer service needs that may arise onsite at any of your locations. Our company also has 3 other traveling, and 3 in house qualified representatives that could travel to any of the locations if necessary.

5. Describe the time frame to fit the garment assigned to the Department of Corrections officer(s) to include that the officer(s) is/are properly fitted according to conditions and specifications contained herein (e.g., days and hours available, and amount of time to fit one officer).

Scheduled fittings will be available during regular business hours and regular business days (Monday-Friday 8am-5pm). Our company understands that circumstances will arise that an officer may not be available during normal business hours, or on holidays, so special request are always heard, considered, and often met. Usual time to fit an officer that is ready to be measured, (i.e. Duty Belt on and Uniform Shirt off) is about 5 minutes, most of which is explaining the vest to the officer and proper wear of the vest.

6. In addition, the bidder should describe the following warranty information for consideration:

- a. A five (5)-year manufacturer's warranty on the vest's ballistic panels must be provided. If the bidder's warranty is longer then the bidder should state the warranty period below.

Warranty on Parts: _____

Warranty on Labor: _____

- b. A one (1)-year manufacturer's warranty on vest covers must be provided. If the bidder's warranty is longer then the bidder should state the warranty period below

Warranty on Parts: _____

Warranty on Labor: _____

- c. As applicable, the bidder should address the warranty on all other vest parts:

Warranty on Other Vest Parts: _____

Warranty on Labor: _____

7. In addition, the bidder should describe the delivery for consideration in this part of the evaluation. The desired delivery is 30 calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: 30 - 45 calendar days ARO.

- 8. Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in bidder's organization held by state employee, General Assembly member or statewide elected official: _____ %

EXHIBIT C, continued

- 9. In addition, the bidder should describe the following for consideration in this part of the evaluation:
 - a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products:

The Services provided will be Onsite ballistic vest fittings or onsite refits if necessary. Ed Roehr Safety is a Missouri Based Company so the services and products provided are coming from a Missouri based company.

- b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Ed Roehr Safety Products is Located in St. Louis MO so any funding spent with our company is supporting employees and a Missouri based company.

- c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

Ed Roehr Safety has its facility in St Louis MO. It's location has a Show Room, Install Shop for Police Fleet needs, Shipping and Receiving Warehouse, Customer Service Office, Storage Warehouse, and a Uniform Alteration shop.

- 10. Describe whether any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the bid.

EXHIBIT D
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment and/or Organization for the Blind/Sheltered Workshop – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the bidder must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the bidder's bid.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the bidder must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE (The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)
1.	%	
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE (The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)
1.	%	
2.	%	
3.	%	
4.	%	
Total WBE Percentage:	%	

EXHIBIT D
PARTICIPATION COMMITMENT CONTINUED

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)
1.		
2.		
3.		

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification

Expiration

Date: _____

Describe the products/services you (as the participating organization) have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT F

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the bidder's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

EXHIBIT G

**STATE OF MISSOURI – OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (sections 34.350 to 34.359, RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in section 34.350, RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note:** In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).



COMPANY NAME

Ed Roehr Safety Products

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required).

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. **The bidder must list ALL products which are or may qualify as domestic below.** If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items bid may not receive the domestic preference.

EXHIBIT H

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Dathan Baldwin Regional Sales Manager

Name and Title of Authorized Representative



Signature

01-05-2011

Date

Instructions for Certification

- 1. By signing and submitting this bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT I
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; OR
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under BIZ11052 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the state agency with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT I. continued

BOX B - CURRENT BUSINESS ENTITY STATUS

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

I certify that Ed Roehr Safety Products (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Dathan Baldwin
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

Ed Roehr Safety Products
Business Entity Name

01-05-2011
Date

dathan@edroehrsafety.com
E-Mail Address

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND**
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND**
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.**

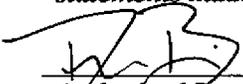
EXHIBIT I, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Dathan Baldwin (Name of Business Entity Authorized Representative) as Regional Sales Manager (Position/Title) first being duly sworn on my oath, affirm Ed Roehr Safety Products (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Ed Roehr Safety Products (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

	<u>Dathan Baldwin</u>
Authorized Representative's Signature	Printed Name
<u>Regional Sales Manager</u>	<u>01-06-2011</u>
Title	Date
<u>dathan@edroehrsafety.com</u>	<u>210882</u>
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 6th of January 2011 am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Callaway State of
(NAME OF COUNTY)
Missouri, and my commission expires on 12-2-12.
(NAME OF STATE) (DATE)

Patricia Grimm
Signature of Notary
Date 1-6-11

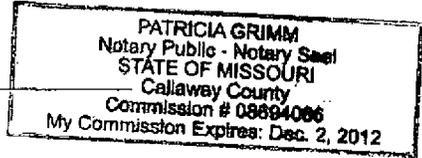


EXHIBIT I, continued

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

I certify that Ed Roehr Safety Products (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

_____ (if known)

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID
Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

ATTACHMENT #1

Department of Corrections
ALGOA CORRECTIONAL CENTER
 8501 No More Victims
 Jefferson City, MO 65101

Department of Corrections
BOONVILLE CORRECTIONAL CENTER
 1216 East Morgan Street
 Boonville, MO 65233

Department of Corrections
CHILlicothe CORRECTIONAL CENTER
 3151 Litton Road
 Chillicothe, MO 64601

Department of Corrections
CROSSROADS CORRECTIONAL CENTER
 1115 E. Pence Road
 Cameron, MO 64429

Department of Corrections
EASTERN RECEPTION, DIAG. & CORR. CTR.
 2727 Hwy K
 Bonne Terre, MO 63628

Department of Corrections
FARMINGTON CORRECTIONAL CENTER
 1012 W. Columbia
 Farmington, MO 63640

Department of Corrections
FULTON RECEPTION & DIAGNOSTIC CENTER
 1393 Highway O, PO Box 190
 Fulton, MO 65251

Department of Corrections
JEFFERSON CITY CORRECTIONAL CENTER
 8416 No More Victims, Dock B
 Jefferson City, MO 65101

Department of Corrections
MOBERLY CORRECTIONAL CENTER

 5201 South Morley
 Moberly, MO 65270

Department of Corrections
MARYVILLE TREATMENT CENTER
 30227 U.S. Highway 136
 Maryville, MO 64468

Department of Corrections
NORTHEAST CORRECTIONAL CENTER
 13698 Airport Road
 Bowling Green, MO 63334

Department of Corrections
OZARK CORRECTIONAL CENTER
 929 Honor Camp Lane
 Fordland, MO 65652

Department of Corrections
POTOSI CORRECTIONAL CENTER
 11593 State Highway 0
 Mineral Point, MO 63660

Department of Corrections
SOUTH CENTRAL CORRECTIONAL CENTER
 255 W. Hwy 32
 Licking, MO 65542

Department of Corrections
SOUTHEAST CORRECTIONAL CENTER
 300 E. Pedro Simmons Drive
 Charleston, MO 63834

Department of Corrections
TIPTON CORRECTIONAL CENTER
 619 N. Osage Avenue
 Tipton, Missouri 65081

Department of Corrections
WOMEN'S EASTERN RECEPTION & DIAGNOSTIC CORRECTIONAL CENTER
 1101 E. Highway 54, P.O. Box 300
 Vandalia, MO 63382

Department of Corrections
WESTERN MO CORRECTIONAL CENTER
 609 East Pence Road
 Cameron, MO 64429

Department of Corrections
MISSOURI EASTERN CORRECTIONAL CENTER
18701 Old Hwy. 66
Pacific, MO 63069

Department of Corrections
**WESTERN RECEPTION DIAGNOSTIC
CORRECTIONAL CENTER**
3401 Faraon Street
St. Joseph, MO 64506

Department of Corrections
**KANSAS CITY COMMUNITY RELEASE
CENTER**
651 Mulberry
Kansas City MO 64101

Department of Corrections
**ST LOUIS COMMUNITY RELEASE
CENTER**
1621 North First
St Louis MO 63102

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.mooib.mo.gov> to obtain a copy of the amendment(s). Premium

registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

4. PREPARATION OF BIDS

- a. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-9 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Premium registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Standard registered bidders or bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a Premium registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a Premium registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the Premium registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Premium registered bidders may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for Premium registered bidders to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and assured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 01-20-10

END OF DOCUMENT

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St. Louis MO 63103

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