



**STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT**

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FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

| DATE   | VENDOR IDENTIFICATION  | CONTRACT NUMBER            | CONTRACT DESCRIPTION                 |
|--------|--|----------------------------|--------------------------------------|
| 2/1/16 | Attn: Jim McClellan, Owner<br>Southern Uniform and Equipment<br>PO Box 433<br>Carthage, MO 64836 | Amendment 001<br>Y14709216 | Soft Body Armor<br>Various Locations |

**CONTRACT # Y14709216 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.2.1 and 2.3.1 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at the following price for the period of March 2, 2016 through March 1, 2017.

The price for the new contract period is as follows:

Line item 001 – Concealable Soft Body Armor for Male and Female – \$820.96 each

All other terms, conditions and provisions of the previous contract period shall remain and apply hereto.

Return of this amendment by the contractor is not required.

.....

This amendment is accepted by the Missouri Department of Corrections as follows: **In its entirety.**

**Dave Dormire, Director, Division of Division of Adult Institutions**

2/5/16  
Date

# INVITATION FOR BID



Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Gary Stoll, CPPB  
Telephone: (573) 526-6402  
[gary.stoll@doc.mo.gov](mailto:gary.stoll@doc.mo.gov)

# AMENDMENT 1 IFB 14709216

Soft Body Armor

FOR

Department of Corrections  
Various Institutions

Contract Period: Date of Award through  
one year

Date of Issue: August 26, 2014

Page 1 of 34

**Bids Must Be Received No Later Than:**

**Revised by Amendment 1**  
2:00 p.m., Tuesday, September 16, 2014

Sealed bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: SOUTHERN UNIFORM and EQUIPMENT  
Mailing Address: PO BOX 433 2830 W. FAIRVIEW AVE  
City, State, Zip: CARTHAGE MO 64836  
Telephone: 800 493 2684 Fax: 417-358-7433  
Federal EIN #: 431885607 Vendor #: \_\_\_\_\_  
Email: ~~SOUTHERN UNIFORM and EQUIPMENT~~ jim@southernuniform.com

Authorized Signer's Printed Name and Title: Jim McClellan CO-OWNER

Authorized Signature: Jim McClellan Bid Date: 9-10-2014

## NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Dave Dormire, Director, Division of Adult Institutions

Contract No. Y14709216 In its entirety

3/2/15  
Date

The original cover page, including amendments, should be signed and returned with the bid

**Amendment 1 makes the following changes to IFB 14709216:**

Changes the bid due date.

Revises paragraph 3.1.1.

Revises paragraph 3.1.2.

Revises paragraph 3.3.1.

Revises paragraph 3.3.2.

Revises paragraph 3.3.3.

Revises paragraph 3.3.4.

Revises paragraph 3.3.5.

Revises paragraph 3.4.1 by deleting “The ballistics panels shall be constructed of a matrix of two or more of the following: woven Twaron (or equal) and unidirectional polyethylene.”

Revises paragraph 3.6.1 and deletes subparagraphs a, b, c, d, and e.

Revises paragraph 3.8.1 by deleting “antron”.

Revises 3.9 and paragraph 3.9.1.

Adds sections 3.11 and 3.12 and renumbers all subsequent paragraphs in Section 3 accordingly.

Revises paragraph 3.13.1.

Deletes paragraph 3.14.1 and 3.14.2.

Revises paragraph 3.17.1.

Revises paragraph 4.10.1.

Revises paragraph 4.11.1.

Adds paragraph 4.11.2.

Revises paragraph 4.13.7.

Revises Exhibit A, Pricing Page.

Revises Exhibit F, Contractor Support.

# INVITATION FOR BID



Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Gary Stoll, CPPB  
Telephone: (573) 526-6402  
[gary.stoll@doc.mo.gov](mailto:gary.stoll@doc.mo.gov)

# IFB 14709216

Soft Body Armor

FOR

Department of Corrections  
Various Institutions

Contract Period: Date of Award through  
one year

Date of Issue: August 11, 2014

Page 1 of 34

**Bids Must Be Received No Later Than:**

**2:00 p.m., Tuesday, September 9, 2014**

Sealed bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: Southern Uniform and Equipment  
Mailing Address: PO BOX 433 2030 W. Fairview Ave  
City, State, Zip: Carthage MO 64836  
Telephone: 800 493-2684 Fax: 417-358-7433  
Federal EIN #: 431885607 State Vendor #: \_\_\_\_\_  
Email: [jim@southernuniform.com](mailto:jim@southernuniform.com)

Authorized Signer's Printed Name and Title: Jim McEllis Procurement

Authorized Signature: Jim McEllis Bid Date: 9-2-2014

## NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Dave Dormire, Director, Division of Adult Institutions

\_\_\_\_\_  
Date

*The original cover page, including amendments, should be signed and returned with the bid*

## 1. INTRODUCTION

### 1.1 Purpose:

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for the purchase of soft body armor for various locations (see Attachment 1) as set forth herein.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction
- 2) General Requirements
- 3) Performance Requirements
- 4) Bidder's Instructions
- 5) Exhibits A - F
- 6) Terms and Conditions
- 7) Attachment 1

1.1.3 Total purchases from any resulting contract shall not exceed \$24,999 annually.

### 1.2 Background Information:

1.2.1 A previous contract exists for the services being obtained via the IFB. A copy of the contract can be viewed and printed from the Department of Corrections website at [http://doc.mo.gov/DHS/Commodities\\_Awarded.php](http://doc.mo.gov/DHS/Commodities_Awarded.php). Please reference contract number C111052001 when searching for the document.

## 2. GENERAL 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 Department'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 Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

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 Department 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 date of award through one year. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department 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 Department exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period.

**2.3 Renewal Period:**

2.3.1 If the Department exercises the option for renewal, the contractor shall agree that the firm fixed selling price for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on the Pricing Page of the contract.

- a. The Department does not automatically exercise its option for renewal based on the maximum price and reserves the right to request renewal of the contract at a price less than the maximum price stated. The selling price shall be considered firm for the duration of the contract period.
- b. If renewal selling prices are not provided, then the prices during the renewal period shall be the same as during the original contract period.

**2.4 Termination:**

2.4.1 The Department reserves the right to terminate the contract at any time, for the convenience of the Department, 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 Department pursuant to the contract prior to the effective date of termination.

**2.5 Price:**

2.5.1 All prices shall be as indicated on the Pricing Page. The Department 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.

**2.6 Payment Terms:**

2.6.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based upon final delivery, inspection, and acceptance of items/services.

2.6.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**. Each invoice submitted **must** be specific to **one** purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line

2.6.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this IFB. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

- a. If the Department issues a purchase order, an itemized invoice shall be emailed to [doc.payables@doc.mo.gov](mailto:doc.payables@doc.mo.gov) or mailed to:

Missouri Department of Corrections  
Accounts Payable  
P.O. Box 236  
Jefferson City MO 65102

- b. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. **The state purchasing card shall not be charged until the goods/services are received and accepted.**

2.6.4 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page.**

2.6.5 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page,** the website address where Department staff may access invoices. Upon award of the contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

## 2.7 Subcontractors:

2.7.1 Any subcontract for the items/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 Department and to ensure that the Department 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 Department 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 items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

## 2.8 Contractor Liability:

2.8.1 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 Department, 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 Department, 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.

2.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its agencies, employees, and assignees.

## 2.9 Estimated Quantities:

2.9.1 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 Department makes no guarantees about single order quantities or total aggregate order quantities.

**2.10 Contractor's Employees**

- 2.10.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- 2.10.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 2.10.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.10.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
- 1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
  - 2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.10.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 2.10.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

### 3. PERFORMANCE REQUIREMENTS

#### 3.1 General:

##### **Revised by Amendment 1**

3.1.1 The contractor shall provide soft body armor *vests, ballistic panels and tactical outer carrier vest* on an as needed, if needed basis as ordered by the Department. The contractors must comply with all mandatory requirements and specifications presented herein pertaining to the provision of soft body armor.

##### **Revised by Amendment 1**

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-662F, V50 Ballistic Test for Armor
- *ASTM-D-6193 Standard Practices for Stitches, Seams and Stitching*
- IOS 9001:2008 *Quality Management Systems*

#### 3.2 Single Point of Contact Requirement and Support:

3.2.1 The contractor shall act for the Department as a “single point of contact” regarding all contract issues such as ordering, invoicing, delivery, service or repair, product questions, problem resolution, payment, and as a liaison between the Department 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.

3.2.2 In addition, the single point of contact must be available to the Department during the contractor’s regular operating hours 8:00AM to 5:00PM 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 Department by phone, fax, and email. The contractor shall provide all contact information and keep it maintained and updated through the duration of the contract period.

3.2.3 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.

#### 3.3 Design Requirements:

##### **Revised by Amendment 1**

3.3.1 The *concealable soft body armor* 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.

##### **Revised by Amendment 1**

3.3.2 The *ballistic panels* must protect against labeled projectiles in accordance with NIJ Type 3A requirements.

##### **Revised by Amendment 1**

3.3.3 The *concealable soft body armor* vest shall be a slip-over type with a scooped neck that covers the majority or 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. *Metal components*, sharp corners and straight edges on the vest shall be unacceptable.

**Revised by Amendment 1**

- 3.3.4 *The concealable soft body armor* 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 1**

- 3.3.5 Each vest shall consist of the following: one (1) set of ballistic panels (one front and one rear), two (2) complete *concealable soft body armor* washable carriers, one (1) trauma reduction plate insert, one (1) special threat plate-size 5x8, and 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.*

**3.4 Vest and Ballistic Material Requirements:**

**Revised by Amendment 1**

- 3.4.1 All materials shall be new, unused and without flaws that affect appearance, durability and function.

**3.5 Panel Construction:**

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

**3.6 National Institute of Justice (NIJ) Testing:**

**Revised by Amendment 1**

- 3.6.1 *The model of the ballistics panels must comply with the NIJ Standard-0101.06 and shall be listed on the NIJ compliance product list website located at: <http://www.justnet.org/pages/BallisticCPL.aspx>.*

*a. Deleted*

*b. Deleted*

*c. Deleted*

*d. Deleted*

*e. Deleted*

- 3.6.2 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.

**3.7 Labeling Requirement:**

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

- 3.7.2 All soft body armor shall be labeled in strict adherence to the labeling requirements 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

### 3.8 Ballistic Panel Cover Materials Requirements:

#### **Revised by Amendment 1**

- 3.8.1 Each ballistic panel for each vest shall be covered in 70x70 denier nylon 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.

#### **Revised by Amendment 1**

### 3.9 Concealable Soft Body Armor Vest Requirements:

#### **Revised by Amendment 1**

- 3.9.1 The outer shell of the *concealable soft body armor* 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 *concealable soft body armor vest* shall consist of wicking mesh on the body side. The *concealable soft body armor vest shall be machine washable and the ballistic panels shall be removable.*

### 3.10 Trauma Insert Requirements:

- 3.10.1 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 to hold in place.

#### **Added by Amendment 1**

### 3.11 Special Threat Plate Requirements:

- 3.11.1 *A special threat plate shall provide additional armor protection against handguns, spiked and edged blade threats. The plate shall be cut 5" x 8" (12.7 x 20.3 cm) and shall be provided with the vest. The special threat plate shall be placed in a nylon cover and sewn shut.*

#### **Added by Amendment 1**

### 3.12 Tactical Outer Carrier Vest Requirements:

- 3.12.1 *The tactical outer carrier vest external material shall be constructed of cordura and the body side materials shall be a non-abrasive rip-stop material. Shoulder straps shall be adjustable. Waist straps shall be constructed of soft elastomeric composite material. The closure attachments shall be effective and easy to use. Vest panels and carriers shall be equipped with a front internal suspension system which prevents ballistic panels from sagging and thereby ensures full protection. The vest shall include an internal cummerbund. Metal components, sharp corners, and straight edges on the vest shall be unacceptable. The front panels shall overlap the back panels with a minimum three (3) inch overlap of the ballistic panel.*

### 3.13 Measurements and Fitting:

#### **Revised by Amendment 1**

- 3.13.1 At the request of the Department, the contractor shall furnish an authorized and trained representative to fit the *concealable soft body armor vest, ballistic panels, and the tactical outer carrier* assigned to the

Department officer(s) at no additional charge, to ensure that the officer(s) is/are properly fitted according to conditions and specifications contained herein. The contractor's representative shall travel to various Department sites (see Attachment 1) located throughout the State of Missouri to perform fittings.

### **3.14 Product Liability Requirements:**

**Deleted by Amendment 1**

#### **3.14.1 DELETED**

#### **3.14.2 DELETED**

### **3.15 Substitutions:**

3.15.1 Following award of the contract, no substitution of the awarded item will be permitted except in the case of natural disaster, item discontinuation, or the inability of a manufacturer to ship. The contractor must provide documentation from the manufacturer to substantiate the occurrence of any of these aforementioned situations.

- a. If the awarded item cannot be provided per the above, the contractor must provide a substitution to replace the awarded item that meets or exceeds the specifications of the item that was originally awarded.

### **3.16 Replacement of Damaged Products:**

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

### **3.17 Packaging:**

**Revised by Amendment 1**

3.17.1 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. *The officer's name shall be clearly labeled on the outside of the plastic bag.*

3.17.2 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.

### **3.18 Delivery Performance:**

3.18.1 Upon receipt of an authorized purchase order, the contractor shall deliver the items within thirty (30) days. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.

3.18.2 The contractor must contact the receiving institution a minimum of one (1) business day prior to delivery to ensure that personnel will be available at time of delivery.

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

3.18.4 Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://www.oa.mo.gov/pers/hoursofwork.htm>.

**3.19 Warranty Requirements:**

- 3.19.1 The contractor must provide a manufacturer's warranty on the vests' ballistic panels for a minimum of five (5) years after acceptance by the Department; said warranty shall cover defects in materials and defects in workmanship.
- 3.19.2 Vest covers shall be fully warranted for a minimum of twelve (12) months after acceptance by the Department; said warranty shall cover defects in material and workmanship.
- 3.19.3 The warranty shall commence upon delivery and acceptance of the product by the Department.

**4. BIDDER'S INSTRUCTIONS****4.1 Contact:**

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

**4.2 Prices:**

- 4.2.1 The bidder shall submit a firm fixed price on **EXHIBIT A, Pricing Page**. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.

**4.3 Unit of Measure:**

- 4.3.1 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 of record.
- 4.3.2 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 Procurement Officer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the Department 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 Department.

**4.4 Description of Product:**

- 4.4.1 The bidder should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to ensure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

**4.5 Preprinted Marketing Materials:**

- 4.5.1 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 Department.

- 4.5.2 It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the Department's mandatory requirements. In the event this information is not submitted with the bid, the Procurement Officer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.

#### **4.6 Bid Detail Requirements and Deviations:**

- 4.6.1 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 Department as to its acceptability and impact on competition.

- 4.6.2 Bidders should note that a descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

#### **4.7 Open Competition:**

- 4.7.1 Any manufacturer's name, 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.

- 4.7.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids which do not comply with the requirement and the specifications are subject to rejection without clarification.

#### **4.8 Business Compliance:**

- 4.8.1 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 Department. 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)

#### **4.9 Compliance with Terms and Conditions:**

- 4.9.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that, in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, the IFB shall govern. Taking exception to the

Department's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

#### **4.10 Product Liability Insurance:**

##### **Revised by Amendment 1**

- 4.10.1 The bidder should submit with its bid proof that the manufacturer of the body armor has product liability insurance in an amount of not less than twenty-four million dollars (\$24,000,000.00) per occurrence. *The policy shall indemnify the Department and all of its assigned agents in the award, procurement and utilization of the items specified in the contract.* 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 upon request prior to the final award of bid. Failure to comply may result in disqualification of the bid from consideration for contract award.

#### **4.11 Documentation:**

##### **Revised by Amendment 1**

- 4.11.1 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.

- **DELETED**
- MIL-STD-662F, V50 Ballistic Test For Armor
- *ASTM-D-6193 Standard Practices for Stitches, Seams and Stitching*
- ISO 9001:2008 Quality *Management Systems*

##### **Revised by Amendment 1**

- 4.11.2 *Special Threat: At no additional cost to the Department, written documentation from an independent laboratory approved by the National Institute of Justice (NIJ) that confirms the testing included the Winchester 9mm 127 grain +P+SXT shall be provided.*

#### **4.12 Samples:**

- 4.12.1 It is requested that a sample be submitted at the time of bid submission to include one (1) complete vest with all required features and inserts. The sample shall be provided at no cost to the Department. 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 with ten (10) working days after notification. Failure to provide the sample may result in disqualification of the bid.
- 4.12.2 If the 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.
- 4.12.3 The sample submitted must be the exact item bid, and it must conform to the mandatory IFB specifications for the specific line item.
- 4.12.4 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 shipping information necessary for returning the sample vests to the bidder must be submitted to the Department at the address indicated on page 1.

#### **4.13 Evaluation and Award Process:**

- 4.13.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, 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 B, Participation Commitment**, by identifying the organization for the blind or sheltered workshop 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 C, Documentation of Intent to Participate Form**, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date 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 C, 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 Alaphointe 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 organization for the blind or sheltered workshop participation committed to by the bidder on **Exhibit B, Participation Commitment**, **shall be interpreted as a contractual requirement.**
  
- 4.13.2 Missouri Service-Disabled Veteran Business Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit D, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **Exhibit D** and the documentation specified on **Exhibit D** in accordance with the instructions provided therein, no preference points will be applied.
  
- 4.13.3 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 .....50 points
  - b. Vest Wearability and Quality .....40 points
  - c. Contractor Experience and Reliability .....5 points
  - d. Contractor Support .....5 points
  
- 4.13.4 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.
  
- 4.13.5 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 product proposed, but each member of the committee does have sufficient technical background to conduct an evaluation when presented complete information.
  
- 4.13.6 The cost evaluation shall cover the original contract period plus the renewal periods. The objective evaluation of cost shall be calculated by taking the quoted firm, fixed price and multiplying it by the estimated quantity shown. Cost points shall be calculated based on the following formula:

$$\frac{\text{Lowest Responsive Bid Price}}{\text{Compared Bid Price}} \times 100 = \text{Total Cost Points}$$

**Note: The prompt payment discount terms will not be used in any cost calculations.**

**Revised by Amendment 1**

- 4.13.7 **Evaluation of Vest Wearability and Quality:** The evaluation of the bidder’s proposed vest shall be subjective based on the wearability and quality of the vest. It shall be the Department’s sole determination in evaluating the bid to designate subjective points based on, at the 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 restrictions of motion or mobility;
- g. *Ease of adjustable straps***
- 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.

4.13.8 **Evaluation of Experience and Reliability:** Experience of the bidder's organization will be considered subjectively in the evaluation process. **Exhibit E** 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.

4.13.9 **Evaluation of Contractor Support:** Contractor support of the bidder's organization will be considered subjectively in the evaluation process. **Exhibit F** 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.

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

4.13.10 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.

**EXHIBIT A**  
**PRICING PAGE**

The bidder shall provide a firm, fixed price below for the original contract period and a maximum price for each renewal period for providing services in accordance with the provisions and requirements specified herein. In addition to the specifications contained herein, the products shall be equipped with all standard equipment for the model specified. **All prices quoted shall be considered firm and fixed. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.**

**Revised by Amendment 1**

| LINE ITEM  | ESTIMATED QUANTITY | UNIT | ORIGINAL CONTRACT PERIOD FIRM, FIXED PRICE PER VEST                                       | FIRST RENEWAL PERIOD MAXIMUM PRICE PER VEST | SECOND RENEWAL PERIOD MAXIMUM PRICE PER VEST |
|--|--------------------|------|---|---|--|
| 001 - Concealable Soft Body Armor for Male and Female  | 20                 | ea   | \$ 804 <sup>86</sup>  | \$ 820 <sup>96</sup>                        | \$ 845 <sup>10</sup>                         |
| MANDATORY SPECIFICATIONS   |                    |      | BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION                                       |   |  |
| NIJ 0101.06 certified  |                    |      | yes   |   |  |
| <i>Panel</i> thickness - less than 0.250 inch  |                    |      | 0.24  |   |  |
| Areal density - less than 1.25 pounds per square foot  |                    |      | 1.17  |   |  |
| Each vest shall include the following:<br>One (1) set of ballistic panels (one(1) rear and one (1) front)<br>Two (2) complete <i>concealable soft body</i> washable carriers<br>One (1) trauma reduction plate<br>One (1) special threat plate - size 5x8<br>One (1) tactical outer carrier vest - clean <i>with a radio microphone tab available on both the front right and left shoulder area capable of holding a wide variety of microphone handsets.</i> |                    |      | XP IIIA<br>yes<br>yes<br>yes<br>Speed <del>plate</del> 5x8<br>R20D OS OPEN shoulder SLICK |   |  |

Brand Reference: NIJ Certified Level IIIA Safariland BA-3A00S-XT01

**Revised by Amendment 1**

State brand and model bid for *concealable soft body armor*: Point Blank XP IIIA

State brand and model bid for the tactical outer carrier: Point Blank R20D SLICK OS

State brand and model bid for ballistic panels: Point Blank XP IIIA

**EXHIBIT A (continued)**  
**PRICING PAGE**

**Delivery:**

The desired delivery is thirty (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 calendar days ARO.

**Warranty:**

The bidder should state the warranty period which shall cover ballistic panels and covers. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the Department.

Warranty on Ballistic Panels: 5 YEARS      Warranty on Covers: 2 YEARS

**Details About Payment Terms:**

The bidder should state below its discount terms offered for the prompt payment of invoices.

0 % discount off total invoice price if paid within 0 calendar days of the Department's receipt of invoice.

Check here if the state purchasing card (Visa) is acceptable as a method of payment:  Yes, acceptable.

**Employee Bidding/Conflict of Interest:**

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, 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 elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: \_\_\_\_\_

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed: \_\_\_\_\_

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: \_\_\_\_\_%

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specification contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: Southern Uniform and Equipment

Authorized Signature: Jim McCellan      Printed Name: Jim McCellan

Date: 9-19-2014      Email: SOUTHERN UNIFORM and EQUIPMENT  
jim@southernuniform.com

**EXHIBIT B**  
**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder’s bid.

| <b>Organization for the Blind/Sheltered Workshop Commitment Table</b><br>By completing this table, the bidder commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.  |   |
|---|---|
| (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.) |   |
| <b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>  | <b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b><br><i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i> |
| <b>Line Item 001</b>  |   |
| 1.  | Product/Service(s) proposed:  |
|   | IFB Paragraph References:   |
| 2.  | Product/Service(s) proposed:  |
|   | IFB Paragraph References:   |

**EXHIBIT C**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an 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, signed and dated no earlier than the IFB issuance date, 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):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered Workshop  
\_\_\_\_\_ for the Blind \_\_\_\_\_

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

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  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date (Dated no earlier  
than the IFB  
issuance date)*

**EXHIBIT D**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

**DEFINITIONS:**

**Service-Disabled Veteran (SDV)** 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 Enterprise (SDVE)** 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.

**STANDARDS:**

The following standards shall be used by the Department in determining whether an individual, business, or organization qualifies as a SDVE:

- a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

**EXHIBIT D (continued)**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to Which the SDV's Documents were 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** SDV's Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: \_\_\_\_\_  
(if known)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran  
Business Enterprise

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website ([www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
Procurement Officer

\_\_\_\_\_  
Date

**EXHIBIT E**

**CURRENT/PRIOR EXPERIENCE**

The bidder should copy and complete this form documenting the bidder and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

|  |  |
|--|--|
| <b>Bidder Name or Subcontractor Name:</b> _____  |  |
| <b>Reference Information (Current/Prior Services Performed For:)</b>   |  |
| Name of Reference Company:   | GREENE COUNTY SHERIFF OFFICE                         |
| Address of Reference Company<br><input checked="" type="checkbox"/> Street Address<br><input checked="" type="checkbox"/> City, State, Zip   | 933 N. ROBBERTSON AVE.<br>SPRINGFIELD MO 64836       |
| Reference Contact Person Information:<br><input checked="" type="checkbox"/> Name<br><input checked="" type="checkbox"/> Phone #<br><input checked="" type="checkbox"/> E-mail Address | DEAN CARY<br>417-812-5666<br>dcary@greencountymo.org |
| Dates of Services:   | 2001 TO PRESENT                                      |
| If service/contract has terminated, specify reason:  |  |
| Dollar Value of Services   | 50,000   |
| Description of Services Performed  | BODY ARMOR SIZING and<br>STAB ARMOR SIZING           |

*As the contact person for the company/client provided above, my signature below verifies that the information presented on this form is accurate. I understand that the information provided on this form is for verification purposes and does not address the quality of the services provided. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:*

**EXHIBIT F**

**CONTRACTOR SUPPORT**

The evaluation of the bidder's contractor support shall be subjective and based on the bidder's ability to meet the specific requirements of this IFB. The bidder should address each item stated below. The bidder's response should be straight forward and limited to facts, solutions to problems, and plans of action. The Department reserves the right to use this information, and information gained from any other source, in the evaluation process. Use additional sheets as necessary.

**Revised by Amendment 1**

1. List the name and address of the insurance company that will provide a comprehensive general liability insurance coverage to include product liability coverage in the amount of twenty-four million dollars (\$24,000,000.00) minimum per occurrence. The policy shall indemnify the Department and all of its assigned agents in the award, procurement and utilization of the items specified in the contract.

ACORD MARSH USA INC.  
1560 SAWGRASS CORPORATE Pkwy Suite 300 Sunrise FL 33323

**Deleted by Amendment 1**

2. **DELETED**
3. Describe how the bidder will perform as the single point of contact for the Department regarding any questions, warranty issues, or product problem resolutions.

OUR 800 NUMBER AT OUR STORE AND JIM OR KAREN WILL BE THERE TO HANDLE IT  
CO-OWNERS

- 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 email for each contact.

Contact Person: JIM McLELLAN  
 Telephone Number: 800 493 2684  
 Facsimile Number: 417-358-7433  
 Email Address: SOUTHERN UNIFORM and EQUIPMENT  
jim@southernuniform.com

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

Contact Person: KAREN McLELLAN  
 Telephone Number: 800 493 2684  
 Facsimile Number: 417-358-7433  
 Email Address: KAREN@southernuniform.com

**EXHIBIT F (continued)****CONTRACTOR SUPPORT**

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

We Have 3 Full Time Salespeople All Factory Trained in measuring And Taking  
Care Of Any Problems That might Happen

5. Describe the time frame to fit the garment assigned to the department 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).

It Take Appx. 5 Min. To Measure An - Officer We Will Be Available  
48 Hours After Contacted THAT Someone Needs Measured

6. 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:

Our Company is in Missouri 2 of The 3 Salespeople Live  
in Missouri

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

All But one of our 14 Employees Pays Missouri State  
TAX And All Buy Products And Services in Missouri

- 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.

We Have A Retail Store in Carthage Missouri  
We Have 14 People Working At our Store

7. 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.

All Service Are in The USA  
Products

STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS

**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. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or to a contract.
- d. **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.
- e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **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.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- j. **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.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department 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 Exhibits, Attachments, and Amendments.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **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.
- n. **Pricing Page(s)** applies to the Exhibit 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.
- o. **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 procurement operations of the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **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 Department.
- 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. CONTRACT ADMINISTRATION**

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

### **4. 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 Department 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 or evaluation process 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 of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) 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 (10) 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 Department 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 Department 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. Some IFBs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

### **5. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the 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. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification 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.
- 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, and shall be delivered to the Department's designated destination 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 the 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-8 prior to or with the submission of their bid in order to be considered for award.

## 6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office 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 the official IFB number *and* the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office 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 which has been delivered to the Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office 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 or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders 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 the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

**7. BID OPENING**

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing 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.

**8. 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.

**9. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record 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 Department 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 Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) 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, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a 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 Department to the successful bidder. The Department 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 the Department 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 submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records 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 if requested.
- l. The Department 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

#### **10. 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) the Department'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 Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- 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 Department 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.

#### **11. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. 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. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department 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 Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

#### **12. DELIVERY**

- a. 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.
- b. 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. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. 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.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

**13. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department 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 Department 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 Department'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.

**14. 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 Department, (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 Department's acceptance of or payment for said equipment, supplies, and/or services.

**15. CONFLICT OF INTEREST**

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, 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.

**16. CONTRACTOR STATUS**

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself 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, costs (including attorney fees), and damage of any kind related to such matters.

**17. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department 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 Department 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 Department 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 Department.

**18. SEVERABILITY**

- a. If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

**19. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department 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 ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (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 Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department 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 Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

**20. TERMINATION OF CONTRACT**

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving 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 just and equitable compensation for services and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

**21. ASSIGNMENT OF CONTRACT**

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

**22. COMMUNICATIONS AND NOTICES**

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

**23. FORCE MAJEURE**

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God,

fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

#### **24. CONTRACT EXTENSION**

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

#### **25. INSURANCE**

- a. The State of Missouri cannot save and hold harmless and/or indemnify the contractor or its employees against any liability incurred or arising as a result of any activity of the contractor or the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

#### **26. 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 Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **27. INVENTIONS, PATENTS AND COPYRIGHTS**

- a. The contractor shall defend, protect, and hold harmless the Department, 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.

#### **28. CONTRACTOR PROPERTY**

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

#### **29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- a. 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:
  1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. 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;
  4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

### **30. AMERICANS WITH DISABILITIES ACT**

- a. 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).

### **31. FILING AND PAYMENT OF TAXES**

- a. 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 a bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

### **32. TITLES**

- a. 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 08/07/2014

**ATTACHMENT 1**

UPON REQUEST BY THE DEPARTMENT, DELIVERIES SHALL BE MADE TO THE FOLLOWING LOCATIONS:

**ALGOA CORRECTIONAL CENTER**8501 No More Victims  
Jefferson City MO 65101**BOONVILLE CORRECTIONAL CENTER**1216 East Morgan St  
Boonville MO 65233**CHILLICOTHE CORRECTIONAL CENTER**3151 Litton Rd  
Chillicothe MO 64601**CREMER THERAPEUTIC CENTER**689 Highway O  
Fulton MO 65251**CROSSROADS CORRECTIONAL CENTER**1115 E Pence Rd  
Cameron MO 64429**EASTERN RECEPTION DIAGNOSTIC  
AND CORRECTIONAL CENTER**2727 Highway K  
Bonne Terre MO 63628**FARMINGTON CORRECTIONAL CENTER**1012 West Columbia  
Farmington MO 63640**FULTON RECEPTION AND  
DIAGNOSTIC CENTER**1393 Highway O  
Fulton MO 65251**JEFFERSON CITY CORRECTIONAL CENTER**8416 No more Victims, Dock B  
Jefferson City MO 65101**MOBERLY CORRECTIONAL CENTER**5201 South Morley  
Moberly MO 65270**MISSOURI EASTERN CORRECTIONAL CENTER**18701 Old Highway 66  
Pacific MO 63069**KANSAS CITY COMMUNITY RELEASE CENTER**651 Mulberry  
Kansas City MO 64101**MARYVILLE TREATMENT CENTER**30227 US Highway 136  
Maryville MO 64468**NORTHEAST CORRECTIONAL CENTER**13698 Airport Rd  
Bowling Green MO 63334**OZARK CORRECTIONAL CENTER**929 Honor Camp Lane  
Fordland MO 65652**POTOSI CORRECTIONAL CENTER**11593 State Highway O  
Mineral Point MO 63660**SOUTH CENTRAL CORRECTIONAL CENTER**255 W highway 32  
Licking MO 65542**SOUTHEAST CORRECTIONAL CENTER**300 East Pedro Simmons Drive  
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| <p><b>Name(s)</b> SOUTHERN UNIFORM &amp; EQUIPMENT, L.L.C.</p> <p>Type Limited Liability Company</p> <p>Domesticity Domestic</p> <p>Registered Agent JAMES KENT MCCLELLAN<br/>17375 HAWTHORNE ROAD<br/>CARTHAGE, MO 64836</p> | <p><b>Address</b></p> <p>Charter No. LC0038079</p> <p>Status Active</p> <p>Date Formed 4/17/2000</p> |
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**Research and Development**  
Product Specification Form

441023

**XP-SERIES BALLISTIC SYSTEM**  
**LEVEL IIIA MALE XP-III A**

Revision: 09/10/2014

**NIJ Certification**

XP-III A satisfies the requirements of NIJ-Standard-0101.06 Level IIIA and the Compliance Testing Program.

XP-III A weight is 1.17 pounds per square foot. Thickness is 0.24 inches.

**NIJ Compliance Test Data - Protection Level Specifications**

**Threat 1 - Low Caliber**

| Model/Test ID # | Cert Size (C1-C5) | New .357 Sig V50 (fps/mps) |     | Conditioned .357 Sig V50 (fps/mps) |     | New .357 Sig BFS (mm/in) |      | Conditioned .357 Sig BFS (mm/in) |      | Certification Date | Berry (Yes/No) |
|-----------------|-------------------|----------------------------|-----|------------------------------------|-----|--------------------------|------|----------------------------------|------|--------------------|----------------|
|                 |                   |                            |     |                                    |     |                          |      |                                  |      |                    |                |
|                 | C1                | 1824                       | 556 | 1818                               | 554 | 26.20                    | 1.03 | 24.33                            | 0.96 | 10/04/2010         | Y              |
|                 | C5                |                            |     |                                    |     | 23.90                    | 0.94 | 24.17                            | 0.95 |                    |                |

**Threat 2 - High Caliber**

| Model/Test ID # | Cert Size (C1-C5) | New .44 Mag V50 (fps/mps) |     | Conditioned .44 Mag V50 (fps/mps) |     | New .44 Mag BFS (mm/in) |      | Conditioned .44 Mag BFS (mm/in) |      | Certification Date | Berry (Yes/No) |
|-----------------|-------------------|---------------------------|-----|-----------------------------------|-----|-------------------------|------|---------------------------------|------|--------------------|----------------|
|                 |                   |                           |     |                                   |     |                         |      |                                 |      |                    |                |
|                 | C1                | 1725                      | 526 | 1703                              | 519 | 35.80                   | 1.41 | 33.83                           | 1.33 | 10/04/2010         | Y              |
|                 | C5                |                           |     |                                   |     | 34.20                   | 1.35 | 31.83                           | 1.25 |                    |                |

**Special Threat Test Summary Results (V50)**

| Model/Test ID # | 9mm, FMJ, 124 GR | .357 Sig, Speer GDHP, 125 GR | 9mm SXT +P+, 127 GR | .22-cal., 17grain FSP     |
|-----------------|------------------|------------------------------|---------------------|---------------------------|
|                 | 1747             | 1813                         | 1541                | 1967 / 1930 / 1900 / 1934 |

## Research and Development

### Product Specification Form

441023

### Special Threat Test Summary Results (P/BFD)

| Model/Test ID # | Condition | Projectile Threat | Velocity (fps)           | Penetrations | BFD (mm)             |
|-----------------|-----------|-------------------|--------------------------|--------------|----------------------|
|                 |           | 5.7 x 28, 40 GR   | 1710 / 1687<br>(Max/Min) | 0            | 17 / 16<br>(Max/Min) |
|                 |           |                   | 1657                     | 0            | NA                   |
|                 |           |                   | 1672                     | 0            | NA                   |

#### Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of Kevlar XP (Woven Aramid fabric). No other ballistic material shall be used.

#### Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 200D double wall Ripstop with TPU coating.

#### Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

#### Special Threat Testing

XP-III A has been tested in accordance with the provisions of NIJ-STD-0101.06 at H.P. White Laboratory Inc. H.P. conducted a Ballistic Limit Protection (V50 BL [P]) Testing and Ballistic Resistance Testing (P/BFS). The threats used for the tests were:

- 9mm, FMJ, 124-grain
- 9mm, Winchester Ranger SXT +P+, 127-grain
- 9mm, Luger +P+
- 5.7 x 28mm, 40-grain

XP-III A has also been tested in accordance with MIL-STD-662F body armor testing requirements. The threat used for the ballistic limit  $V_{50}$  performance test was .22-cal., 17-grain fragment simulating projectile (FSP). The projectiles were fired from a universal receiver, which was fitted with the appropriate barrel and mounted on a Chesapeake Testing mount.

i The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.



U.S. Department of Justice

Office of Justice Programs

*National Institute of Justice*

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Washington, D.C. 20530

October 4, 2010

Mike Slate  
Director of Engineering and Development  
Protective Products Enterprises, Inc.  
1649 NW 136th NW Avenue  
Sunrise, FL 33323

**Notice of Compliance with NIJ Standard-0101.06**  
Body Armor Model Designation: XP-III A  
NIJ Compliance Status Expires: October 4, 2015

Dear Mr. Slate:

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](http://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: 11535-01A      Test ID: PPE10-001676      Report Date: 05/28/10  
 Manufacturer: PROTECTIVE PRODUCTS ENTERPRISES      Model Designation: XP-III A      NIJ Armor Type: 3A

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

| Shot Number                        | Sample 1      Size: C5 |                        |            |      | Sample 2      Size: C5 |                           |            |      |        |                   |      |  |        |   |      |
|------------------------------------|------------------------|------------------------|------------|------|------------------------|---------------------------|------------|------|--------|-------------------|------|--|--------|---|------|
|                                    | Front Panel            |                        | Back Panel |      | Front Panel            |                           | Back Panel |      |        |                   |      |  |        |   |      |
|                                    | Avg. Vel. (ft/sec)     | Perf (Y=1/N=0)         | BFS (mm)   | Note | Avg. Vel. (ft/sec)     | Perf (Y=1/N=0)            | BFS (mm)   | Note |        |                   |      |  |        |   |      |
| 1                                  | 1470.4                 | 0                      | 21.0       |      | 1456.2                 | 0                         | 21.0       |      | 1459.9 | 0                 | 19.0 |  | 1478.2 | 0 | 24.0 |
| 2                                  | 1463.1                 | 0                      | 25.0       |      | 1461.3                 | 0                         | 24.0       |      | 1474.7 | 0                 | 24.0 |  | 1481.7 | 0 | 24.0 |
| 3                                  | 1463.3                 | 0                      | 26.0       |      | 1463.5                 | 0                         | 27.0       |      | 1502.6 | 0                 | 26.0 |  | 1487.2 | 0 | 26.0 |
| 4                                  | 1459.4                 | 0                      |            |      | 1462.0                 | 0                         |            |      | 1511.3 | 0                 |      |  | 1499.0 | 0 |      |
| 5                                  | 1461.6                 | 0                      |            |      | 1457.7                 | 0                         |            |      | 1487.4 | 0                 |      |  | 1493.4 | 0 |      |
| 6                                  | 1445.7                 | 0                      |            |      | 1468.4                 | 0                         |            |      | 1495.4 | 0                 |      |  | 1473.6 | 0 |      |
| 7                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| 8                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| <b>Summary:</b>                    |                        | Perforations: 0 (Pass) |            |      |                        | BFS Statistics: Count: 12 |            |      |        | Average: 23.9 mm  |      |  |        |   |      |
|                                    |                        | Maximum BFS: 27.0 mm   |            |      |                        | k1: 1.568                 |            |      |        | St. Dev.: 2.43 mm |      |  |        |   |      |
| (Pass - No BFS greater then 44 mm) |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |

| Shot Number                        | Sample 3      Size: C1 |                        |            |      | Sample 4      Size: C1 |                           |            |      |        |                   |      |  |        |   |      |
|------------------------------------|------------------------|------------------------|------------|------|------------------------|---------------------------|------------|------|--------|-------------------|------|--|--------|---|------|
|                                    | Front Panel            |                        | Back Panel |      | Front Panel            |                           | Back Panel |      |        |                   |      |  |        |   |      |
|                                    | Avg. Vel. (ft/sec)     | Perf (Y=1/N=0)         | BFS (mm)   | Note | Avg. Vel. (ft/sec)     | Perf (Y=1/N=0)            | BFS (mm)   | Note |        |                   |      |  |        |   |      |
| 1                                  | 1473.6                 | 0                      | 21.0       |      | 1465.4                 | 0                         | 24.0       |      | 1486.1 | 0                 | 22.0 |  | 1474.3 | 0 | 23.0 |
| 2                                  | 1465.2                 | 0                      | 28.0       |      | 1465.4                 | 0                         | 29.0       |      | 1482.1 | 0                 | 27.0 |  | 1467.4 | 0 | 29.0 |
| 3                                  | 1477.1                 | 0                      | 29.0       |      | 1476.0                 | 0                         | 28.0       |      | 1461.6 | 0                 | 27.0 |  | 1478.2 | 0 | 27.0 |
| 4                                  | 1484.1                 | 0                      |            |      | 1491.0                 | 0                         |            |      | 1463.5 | 0                 |      |  | 1485.0 | 0 |      |
| 5                                  | 1481.5                 | 0                      |            |      | 1475.1                 | 0                         |            |      | 1473.2 | 0                 |      |  | 1481.0 | 0 |      |
| 6                                  | 1486.1                 | 0                      |            |      | 1475.1                 | 0                         |            |      | 1477.1 | 0                 |      |  | 1482.1 | 0 |      |
| 7                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| 8                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| <b>Summary:</b>                    |                        | Perforations: 0 (Pass) |            |      |                        | BFS Statistics: Count: 12 |            |      |        | Average: 26.2 mm  |      |  |        |   |      |
|                                    |                        | Maximum BFS: 29.0 mm   |            |      |                        | k1: 1.568                 |            |      |        | St. Dev.: 2.89 mm |      |  |        |   |      |
| (Pass - No BFS greater then 44 mm) |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |

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

| Shot Number                        | Sample 5      Size: C5 |                        |            |      | Sample 6      Size: C5 |                           |            |      |        |                   |      |  |        |   |      |
|------------------------------------|------------------------|------------------------|------------|------|------------------------|---------------------------|------------|------|--------|-------------------|------|--|--------|---|------|
|                                    | Front Panel            |                        | Back Panel |      | Front Panel            |                           | Back Panel |      |        |                   |      |  |        |   |      |
|                                    | Avg. Vel. (ft/sec)     | Perf (Y=1/N=0)         | BFS (mm)   | Note | Avg. Vel. (ft/sec)     | Perf (Y=1/N=0)            | BFS (mm)   | Note |        |                   |      |  |        |   |      |
| 1                                  | 1427.8                 | 0                      | 30.0       |      | 1429.6                 | 0                         | 32.0       |      | 1433.3 | 0                 | 32.0 |  | 1422.3 | 0 | 32.0 |
| 2                                  | 1445.5                 | 0                      | 35.0       |      | 1449.3                 | 0                         | 35.0       |      | 1436.2 | 0                 | 37.0 |  | 1437.0 | 0 | 36.0 |
| 3                                  | 1431.4                 | 0                      | 35.0       |      | 1433.3                 | 0                         | 34.0       |      | 1437.0 | 0                 | 37.0 |  | 1424.9 | 0 | 35.0 |
| 4                                  | 1452.0                 | 0                      |            |      | 1438.0                 | 0                         |            |      | 1432.3 | 0                 |      |  | 1433.3 | 0 |      |
| 5                                  | 1419.7                 | 0                      |            |      | 1428.8                 | 0                         |            |      | 1456.9 | 0                 |      |  | 1436.0 | 0 |      |
| 6                                  | 1424.9                 | 0                      |            |      |                        |                           |            |      | 1435.2 | 0                 |      |  | 1414.0 | 0 |      |
| 7                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| 8                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| <b>Summary:</b>                    |                        | Perforations: 0 (Pass) |            |      |                        | BFS Statistics: Count: 12 |            |      |        | Average: 34.2 mm  |      |  |        |   |      |
|                                    |                        | Maximum BFS: 37.0 mm   |            |      |                        | k1: 1.568                 |            |      |        | St. Dev.: 2.21 mm |      |  |        |   |      |
| (Pass - No BFS greater then 44 mm) |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |

| Shot Number                        | Sample 7      Size: C1 |                        |            |      | Sample 8      Size: C1 |                           |            |      |        |                   |      |  |        |   |      |
|------------------------------------|------------------------|------------------------|------------|------|------------------------|---------------------------|------------|------|--------|-------------------|------|--|--------|---|------|
|                                    | Front Panel            |                        | Back Panel |      | Front Panel            |                           | Back Panel |      |        |                   |      |  |        |   |      |
|                                    | Avg. Vel. (ft/sec)     | Perf (Y=1/N=0)         | BFS (mm)   | Note | Avg. Vel. (ft/sec)     | Perf (Y=1/N=0)            | BFS (mm)   | Note |        |                   |      |  |        |   |      |
| 1                                  | 1437.0                 | 0                      | 33.0       |      | 1436.0                 | 0                         | 35.0       |      | 1428.6 | 0                 | 33.0 |  | 1467.4 | 0 | 38.0 |
| 2                                  | 1442.6                 | 0                      | 38.0       |      | 1438.9                 | 0                         | 37.0       |      | 1451.0 | 0                 | 38.0 |  | 1421.3 | 0 | 35.0 |
| 3                                  | 1453.1                 | 0                      | 35.0       |      | 1447.2                 | 0                         | 35.0       |      | 1430.6 | 0                 | 37.0 |  | 1434.3 | 0 | 35.0 |
| 4                                  | 1424.9                 | 0                      |            |      | 1451.0                 | 0                         |            |      | 1442.6 | 0                 |      |  | 1406.9 | 0 |      |
| 5                                  | 1428.6                 | 0                      |            |      | 1435.1                 | 0                         |            |      | 1431.4 | 0                 |      |  | 1427.8 | 0 |      |
| 6                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| 7                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| 8                                  |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |
| <b>Summary:</b>                    |                        | Perforations: 0 (Pass) |            |      |                        | BFS Statistics: Count: 12 |            |      |        | Average: 35.8 mm  |      |  |        |   |      |
|                                    |                        | Maximum BFS: 38.0 mm   |            |      |                        | k1: 1.568                 |            |      |        | St. Dev.: 1.82 mm |      |  |        |   |      |
| (Pass - No BFS greater then 44 mm) |                        |                        |            |      |                        |                           |            |      |        |                   |      |  |        |   |      |

**NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT**

**Perforation and BFS Summary Data**

Report Number: 11535-01A      Test ID: PPE10-001676      Report Date: 05/28/10  
 Manufacturer: PROTECTIVE PRODUCTS ENTERPRISES      Model Designation: XP-III A      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: C5 |   |            |      | Sample 22      Size: C1 |   |            |      |        |   |      |  |        |   |      |  |
|-----------------|-------------------------|---|------------|------|-------------------------|---|------------|------|--------|---|------|--|--------|---|------|--|
|                 | Front Panel             |   | Back Panel |      | Front Panel             |   | Back Panel |      |        |   |      |  |        |   |      |  |
|                 | Avg. Vel. (ft/sec)      | Perf (Y=1/N=0)  | BFS (mm)   | Note | Avg. Vel. (ft/sec)      | Perf (Y=1/N=0)  | BFS (mm)   | Note |        |   |      |  |        |   |      |  |
| 1               | 1447.4                  | 0   | 17.0       |      | 1407.1                  | 0   | 23.0       |      | 1425.1 | 0 | 22.0 |  | 1423.1 | 0 | 24.0 |  |
| 2               | 1442.6                  | 0   | 27.0       |      | 1418.6                  | 0   | 27.0       |      | 1438.8 | 0 | 27.0 |  | 1415.8 | 0 | 25.0 |  |
| 3               | 1407.1                  | 0   | 28.0       |      | 1427.3                  | 0   | 23.0       |      | 1409.6 | 0 | 23.0 |  | 1387.5 | 0 | 25.0 |  |
| 4               | 1425.9                  | 0   |            |      | 1432.5                  | 0   |            |      | 1415.0 | 0 |      |  | 1444.5 | 0 |      |  |
| 5               | 1418.6                  | 0   |            |      | 1406.1                  | 0   |            |      | 1417.8 | 0 |      |  | 1434.1 | 0 |      |  |
| 6               | 1414.2                  | 0   |            |      | 1419.4                  | 0   |            |      | 1420.5 | 0 |      |  | 1417.8 | 0 |      |  |
| 7               |                         |   |            |      |                         |   |            |      |        |   |      |  |        |   |      |  |
| 8               |                         |   |            |      |                         |   |            |      |        |   |      |  |        |   |      |  |
| <b>Summary:</b> |                         | Perforations: 0 (Pass)<br>Maximum BFS: 28.0 mm (no requirement) |            |      |                         | Perforations: 0 (Pass)<br>Maximum BFS: 27.0 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: C5 |   |            |      | Sample 24      Size: C1 |   |            |      |        |   |      |  |        |   |      |  |
|-----------------|-------------------------|---|------------|------|-------------------------|---|------------|------|--------|---|------|--|--------|---|------|--|
|                 | Front Panel             |   | Back Panel |      | Front Panel             |   | Back Panel |      |        |   |      |  |        |   |      |  |
|                 | Avg. Vel. (ft/sec)      | Perf (Y=1/N=0)  | BFS (mm)   | Note | Avg. Vel. (ft/sec)      | Perf (Y=1/N=0)  | BFS (mm)   | Note |        |   |      |  |        |   |      |  |
| 1               | 1353.1                  | 0   | 30.0       |      | 1368.8                  | 0   | 33.0       |      | 1349.0 | 0 | 32.0 |  | 1336.1 | 0 | 32.0 |  |
| 2               | 1311.1                  | 0   | 31.0       |      | 1340.0                  | 0   | 29.0       |      | 1341.6 | 0 | 36.0 |  | 1354.7 | 0 | 34.0 |  |
| 3               | 1330.4                  | 0   | 33.0       |      | 1356.4                  | 0   | 36.0       |      | 1337.5 | 0 | 35.0 |  | 1353.8 | 0 | 34.0 |  |
| 4               | 1361.3                  | 0   |            |      | 1337.7                  | 0   |            |      | 1359.7 | 0 |      |  | 1340.9 | 0 |      |  |
| 5               | 1349.8                  | 0   |            |      | 1361.3                  | 0   |            | d    | 1345.8 | 0 |      |  | 1373.1 | 0 |      |  |
| 6               | 1368.8                  | 0   |            |      | 1350.5                  | 0   |            |      |        |   |      |  |        |   |      |  |
| 7               |                         |   |            |      | 1343.8                  | 0   |            |      |        |   |      |  |        |   |      |  |
| 8               |                         |   |            |      |                         |   |            |      |        |   |      |  |        |   |      |  |
| <b>Summary:</b> |                         | Perforations: 0 (Pass)<br>Maximum BFS: 35.0 mm (no requirement) |            |      |                         | Perforations: 0 (Pass)<br>Maximum BFS: 36.0 mm (no requirement) |            |      |        |   |      |  |        |   |      |  |

| <b>Overall P-BFS Summary</b> |  |
|------------------------------|--|
| <b>Perforations:</b>         | This requirement is for all P-BFS tested samples - New and Conditioned<br>0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8. |
| <b>Backface Signature:</b>   | This requirement is for New armors only  |
| <b>Maximum BFS:</b>          | 38.0 mm<br>This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.   |

# NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

## Ballistic Limit Summary Data

Report Number: 11535-01A      Test ID: PPE10-001676      Report Date: 05/28/10  
 Manufacturer: PROTECTIVE PRODUCTS ENTERPRISES      Model Designation: XP-III A      NIJ Armor Type: 3A

Threat 1 - New Armor

Ammunition: .357 SIG      125/FMJ      Reference Velocity: 1470 ± 30 ft/s      Water Submersion: No

| Shot Number | Sample 11   |                    |                     | Sample 11  |                    |                     | Sample 12   |                    |                     | Sample 12  |                    |                     | Sample 13   |                    |                     |
|-------------|-------------|--------------------|---------------------|------------|--------------------|---------------------|-------------|--------------------|---------------------|------------|--------------------|---------------------|-------------|--------------------|---------------------|
|             | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note |
| 1           |             | 1479.9             | 0                   |            | 1481.0             | 0                   |             | 1487.0             | 0                   |            | 1481.3             | 0                   |             | 1469.3             | 0                   |
| 2           |             | 1609.8             | 0                   |            | 1556.9             | 0                   |             | 1580.1             | 0                   |            | 1553.8             | 0                   |             | 1576.8             | 0                   |
| 3           |             | 1688.0             | 0                   |            | 1665.3             | 0                   |             | 1674.2             | 0                   |            | 1664.5             | 0                   |             | 1668.9             | 0                   |
| 4           |             | 1777.1             | 0                   |            | 1751.9             | 0                   |             | 1796.0             | 1                   |            | 1758.4             | 0                   |             | 1766.2             | 0                   |
| 5           |             | 1859.1             | 1                   |            | 1887.2             | 1                   |             | 1720.6             | 0                   |            | 1870.2             | 1                   |             | 1879.4             | 1                   |
| 6           |             | 1781.6             | 0                   |            | 1804.7             | 0                   |             | 1767.5             | 0                   |            | 1801.8             | 0                   |             | 1788.6             | 0                   |
| 7           |             | 1835.87            | 1                   |            | 1848.09            | 1                   |             | 1817.86            | 0                   |            | 1835.87            | 0                   |             | 1831.17            | 0                   |
| 8           |             | 1782.85            | 1                   |            | 1767.1             | 1                   |             | 1874.79            | 1                   |            | 1873.02            | 1                   |             | 1874.79            | 1                   |
| 9           |             | 1737.02            | 0                   |            | 1742.47            | 0                   |             | 1826.15            | 1                   |            | 1832.51            | 1                   |             | 1822.49            | 0                   |
| 10          |             | 1795.66            | 0                   |            | 1816.54            | 0                   |             | 1767.1             | 0                   |            | 1787.01            | 0                   |             | 1876.19            | 1                   |
| 11          |             | 1866.72            | 1                   |            | 1797.27            | 0                   |             | 1792.78            | 1                   |            | 1817.85            | 0                   |             | 1829.84            | 1                   |
| 12          |             | 1782.85            | 0                   |            | 1851.17            | 0                   |             | 1768.69            | 0                   |            | 1874.79            | 1                   |             | 1806.13            | 0                   |
| 13          |             |                    |                     |            |                    |                     |             |                    |                     |            |                    |                     |             |                    |                     |
| 14          |             |                    |                     |            |                    |                     |             |                    |                     |            |                    |                     |             |                    |                     |
| 15          |             |                    |                     |            |                    |                     |             |                    |                     |            |                    |                     |             |                    |                     |

| Shot Number | Sample 13  |                    |                     | Sample 14   |                    |                     | Sample 14  |                    |                     | Sample 15   |                    |                     | Sample 15  |                    |                     |
|-------------|------------|--------------------|---------------------|-------------|--------------------|---------------------|------------|--------------------|---------------------|-------------|--------------------|---------------------|------------|--------------------|---------------------|
|             | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) Note |
| 1           |            | 1487.9             | 0                   |             | 1477.1             | 0                   |            | 1467.4             | 0                   |             | 1462.6             | 0                   |            | 1482.1             | 0                   |
| 2           |            | 1584.5             | 0                   |             | 1532.1             | 0                   |            | 1586.5             | 0                   |             | 1590.1             | 0                   |            | 1556.9             | 0                   |
| 3           |            | 1677.9             | 0                   |             | 1684.4             | 0                   |            | 1632.1             | 0                   |             | 1645.5             | 0                   |            | 1645.5             | 0                   |
| 4           |            | 1776.2             | 0                   |             | 1799.9             | 0                   |            | 1731.6             | 0                   |             | 1737.0             | 1                   |            | 1768.7             | 0                   |
| 5           |            | 1892.1             | 1                   |             | 1890.4             | 1                   |            | 1893.6             | 1                   |             | 1686.6             | 0                   |            | 1887.5             | 1                   |
| 6           |            | 1789.9             | 0                   |             | 1823.8             | 0                   |            | 1832.8             | 0                   |             | 1743.7             | 0                   |            | 1829.8             | 0                   |
| 7           |            | 1831.17            | 1                   |             | 1814.88            | 0                   |            | 1883.95            | 1                   |             | 1832.85            | 0                   |            | 1782.85            | 0                   |
| 8           |            | 1779.99            | 0                   |             | 1857.7             | 1                   |            | 1798.89            | 1                   |             | 1866.72            | 1                   |            | 1882.53            | 1                   |
| 9           |            | 1843.32            | 1                   |             | 1794.37            | 1                   |            | 1717.92            | 0                   |             | 1760.25            | 0                   |            | 1817.85            | 0                   |
| 10          |            | 1764.29            | 0                   |             | 1726.23            | 0                   |            | 1768.66            | 0                   |             | 1794.37            | 0                   |            | 1916.82            | 1                   |
| 11          |            | 1807.34            | 1                   |             | 1763.05            | 0                   |            | 1860.47            | 1                   |             | 1916.44            | 1                   |            | 1782.85            | 0                   |
| 12          |            | 1754.7             | 0                   |             | 1739.44            | 0                   |            | 1750.4             | 0                   |             | 1788.59            | 0                   |            | 1841.96            | 1                   |
| 13          |            |                    |                     |             |                    |                     |            |                    |                     |             |                    |                     |            |                    |                     |
| 14          |            |                    |                     |             |                    |                     |            |                    |                     |             |                    |                     |            |                    |                     |
| 15          |            |                    |                     |             |                    |                     |            |                    |                     |             |                    |                     |            |                    |                     |

**Summary:**      Total Usable Shots: 120      Acceptable      Perforations below 1500 ft/s: 0      Acceptable  
 Perforations (Complete Penetrations): 37      Acceptable  
 Stops (Partial Penetrations): 83      Good

### Test Data and Regression Model

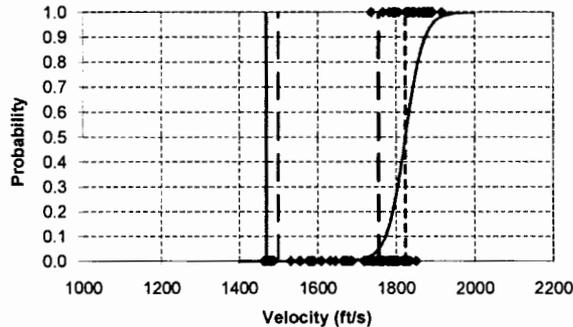
**Regression Analysis**

Regression Model: **Logistic**  
 Model Parameters:  $\beta_0$ : -79.4  
 $\beta_1$ : 0.044

Estimated V50: **1824 ft/s**

Estimated V05: **1756 ft/s**

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



- Test Data
- V Ref.
- - V Ref. + 30
- Est. Response
- - - Est. V50
- - - Est. V05

**NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT**

**Ballistic Limit Summary Data**

Report Number: 11535-01A      Test ID: PPE10-001676      Report Date: 05/28/10  
 Manufacturer: PROTECTIVE PRODUCTS ENTERPRISES      Model Designation: XP-III A      NIJ Armor Type: 3A

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

| Shot Number | Sample 16   |                    |                | Sample 16  |                    |                | Sample 17   |                    |                | Sample 17  |                    |                | Sample 18   |                    |                |
|-------------|-------------|--------------------|----------------|------------|--------------------|----------------|-------------|--------------------|----------------|------------|--------------------|----------------|-------------|--------------------|----------------|
|             | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) |
| 1           |             | 1460.6             | 0              |            | 1477.2             | 0              |             | 1423.1             | 0              |            | 1428.6             | 0              |             | 1433.4             | 0              |
| 2           |             | 1525.8             | 0              |            | 1582.3             | 0              |             | 1562.3             | 0              |            | 1512.4             | 0              |             | 1533.4             | 0              |
| 3           |             | 1599.3             | 0              |            | 1669.3             | 0              |             | 1639.4             | 0              |            | 1606.5             | 0              |             | 1615.9             | 0              |
| 4           |             | 1656.5             | 0              |            | 1743.8             | 1              |             | 1715.7             | 0              |            | 1638.3             | 0              |             | 1712.7             | 1              |
| 5           |             | 1737.1             | 1              |            | 1649.4             | 1              |             | 1773.1             | 1              |            | 1731.7             | 1              |             | 1639.7             | 0              |
| 6           |             | 1659.3             | 0              |            | 1593.7             | 0              |             | 1708.9             | 0              |            | 1656.5             | 0              |             | 1691.9             | 0              |
| 7           |             | 1701.05            | 0              |            | 1649.44            | 0              |             | 1781.33            | 0              |            | 1708.9             | 0              |             | 1741.08            | 0              |
| 8           |             | 1761.6             | 1              |            | 1679.36            | 1              |             | 1810.36            | 1              |            | 1741.03            | 1              |             | 1788.73            | 1              |
| 9           |             | 1711.53            | 1              |            | 1643.23            | 0              |             | 1760.35            | 1              |            | 1681.62            | 0              |             | 1727.5             | 0              |
| 10          |             | 1654.35            | 0              |            | 1724.81            | 0              |             | 1690.7             | 0              |            | 1748.05            | 0              |             | 1738.31            | 0              |
| 11          |             | 1727.5             | 1              |            | 1770.34            | 1              |             | 1758.78            | 1              |            | 1787.06            | 1              |             | 1799               | 1              |
| 12          |             | 1722.15            | 0              |            | 1699.91            | 0              |             | 1749.26            | 1              |            | 1727.5             | 0              |             | 1747.71            | 1              |
| 13          |             |                    |                |            |                    |                |             |                    |                |            |                    |                |             |                    |                |
| 14          |             |                    |                |            |                    |                |             |                    |                |            |                    |                |             |                    |                |
| 15          |             |                    |                |            |                    |                |             |                    |                |            |                    |                |             |                    |                |

| Shot Number | Sample 18  |                    |                | Sample 19   |                    |                | Sample 19  |                    |                | Sample 20   |                    |                | Sample 20  |                    |                |
|-------------|------------|--------------------|----------------|-------------|--------------------|----------------|------------|--------------------|----------------|-------------|--------------------|----------------|------------|--------------------|----------------|
|             | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Front Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Back Panel | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) |
| 1           |            | 1541.6             | 0              |             | 1415.9             | 0              |            | 1429.7             | 0              |             | 1566.8             | 0              |            | 1564.6             | 0              |
| 2           |            | 1411.5             | 0              |             | 1545.0             | 0              |            | 1514.5             | 0              |             | 1445.4             | 0              |            | 1437.1             | 0              |
| 3           |            | 1538.6             | 0              |             | 1617.9             | 0              |            | 1581.1             | 0              |             | 1538.6             | 0              |            | 1541.6             | 0              |
| 4           |            | 1637.0             | 0              |             | 1726.3             | 0              |            | 1676.5             | 0              |             | 1691.9             | 0              |            | 1659.3             | 0              |
| 5           |            | 1714.2             | 1              |             | 1803.2             | 1              |            | 1745.0             | 1              |             | 1745.0             | 1              |            | 1749.3             | 1              |
| 6           |            | 1636.0             | 0              |             | 1778.5             | 1              |            | 1676.5             | 0              |             | 1695.9             | 0              |            | 1680.5             | 1              |
| 7           |            | 1710.38            | 1              |             | 1686.72            | 0              |            | 1742.57            | 0              |             | 1734.11            | 0              |            | 1625.31            | 0              |
| 8           |            | 1649.44            | 0              |             | 1753.57            | 1              |            | 1763.13            | 1              |             | 1771.57            | 1              |            | 1690.7             | 1              |
| 9           |            | 1694.73            | 1              |             | 1701.05            | 0              |            | 1724.81            | 1              |             | 1719.52            | 0              |            | 1622.67            | 0              |
| 10          |            | 1646.72            | 0              |             | 1760.35            | 1              |            | 1669.26            | 0              |             | 1778.52            | 0              |            | 1679.36            | 0              |
| 11          |            | 1710.38            | 0              |             | 1699.91            | 1              |            | 1724.81            | 1              |             | 1784.24            | 0              |            | 1634.88            | 0              |
| 12          |            | 1728.71            | 1              |             | 1676.54            | 0              |            | 1670.4             | 0              |             | 1873.12            | 1              |            | 1737.12            | 1              |
| 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**

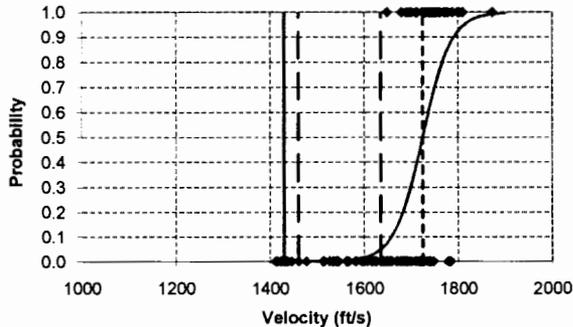
**Regression Analysis**

Regression Model: **Logistic**  
 Model Parameters:  $\beta_0$ : -57.1  
 $\beta_1$ : 0.033

Estimated V50: **1725 ft/s**

Estimated V05: **1636 ft/s**

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



**NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT**

**Ballistic Limit Summary Data**

Report Number: 11535-01A      Test ID: PPE10-001676      Report Date: 05/28/10  
 Manufacturer: PROTECTIVE PRODUCTS ENTERPRISES      Model Designation: XP-III A      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          |                |      | Sample 25          |                |      |
|-------------|--------------------|----------------|------|--------------------|----------------|------|
|             | Front              | Panel          |      | Back               | Panel          |      |
|             | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Note | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Note |
| 1           | 1400.0             | 0              |      | 1410.6             | 0              |      |
| 2           | 1589.1             | 0              |      | 1514.5             | 0              |      |
| 3           | 1616.8             | 0              |      | 1611.1             | 0              |      |
| 4           | 1698.4             | 0              |      | 1697.2             | 0              |      |
| 5           | 1760.9             | 0              |      | 1734.6             | 1              |      |
| 6           | 1859.1             | 1              |      | 1714.1             | 0              |      |
| 7           | 1794.38            | 0              |      | 1801.48            | 0              |      |
| 8           | 1873.01            | 1              |      | 1869.86            | 1              |      |
| 9           | 1806.03            | 0              |      | 1803.1             | 1              |      |
| 10          | 1879.35            | 1              |      | 1775.89            | 0              |      |
| 11          | 1823.82            | 1              |      | 1803.1             | 0              |      |
| 12          | 1800.18            | 0              |      | 1806.03            | 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:     $\beta_0$ : -62.9  
                                   $\beta_1$ : 0.035

| Shot Num | Sample 26          |                |      | Sample 26          |                |      |
|----------|--------------------|----------------|------|--------------------|----------------|------|
|          | Front              | Panel          |      | Back               | Panel          |      |
|          | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Note | Avg. Vel. (ft/sec) | Perf (Y=1/N=0) | Note |
| 1        | 1342.5             | 0              |      | 1364.0             | 0              |      |
| 2        | 1438.1             | 0              |      | 1457.8             | 0              |      |
| 3        | 1514.5             | 0              |      | 1553.6             | 0              |      |
| 4        | 1601.9             | 0              |      | 1612.2             | 0              |      |
| 5        | 1649.4             | 0              |      | 1703.7             | 1              |      |
| 6        | 1753.6             | 1              |      | 1643.2             | 0              |      |
| 7        | 1695.89            | 0              |      | 1697.03            | 0              |      |
| 8        | 1720.98            | 1              |      | 1757.56            | 1              |      |
| 9        | 1665.39            | 0              |      | 1705.13            | 1              |      |
| 10       | 1705.13            | 0              |      | 1651.62            | 0              |      |
| 11       | 1759.13            | 1              |      | 1685.57            | 0              |      |
| 12       | 1708.94            | 1              |      | 1748.05            | 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:     $\beta_0$ : -902.4  
                                   $\beta_1$ : 0.530

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

# HARD ARMOR PLATES

# SPEED

## PLATE SERIES

In compliance with NIJ-Standard-0101.06

|   |  |
|---|--|
| <b>Manufacturer</b>                                   | <b>Point Blank Enterprises Inc. (ISO 9001)</b>   |
| Model Numbers   | 10024 and 10025 (10024-Female Plate)   |
| NIJ-0101.06   | Stand Alone Plate Level and IC performance   |
| Threats Defeated per NIJ-Standard-0101.06 Stand Alone | 5.7 x 28 SS195, 27gr. LFHP at 2070 ft/s<br>5.7 x 28 Hornady Blue Tip, 40gr. V-Max at 1730 ft/s<br>.357 Sig 115gr. JHP at 1540 ft/s<br>.357 Sig 125gr. GDHP at 1410 ft/s<br>9mm Fiocchi, 115gr. FMJ at 1150 ft/s<br>9mm Winchester Ranger, 127gr. SXT at 1250 ft/s<br>.40cal, 95gr. HP at 1500 ft/s<br>7.62 x 25 Tokarev Norinco, 85gr. FMJ at 1520 ft/s<br>7.62 x 25 Tokarev Foreign, 85gr. FMJ at 1540 ft/s<br>7.62 x 25 Tokarev S&B, 85gr. FMJ at 1600 ft/s<br>.30cal Carbine, 110gr. FMJ at 2030 ft/s<br>12 Gauge Winchester Rifled Slug, 1oz. Hollow Point at 1600 ft/s<br><b>Defeats Spike Threat NIJ 0115.00 Level 1</b> |
| Construction  | Lightweight Polyethylene covered with Polyurea finish  |
| Certification Date                                    | 9/20/2011  |

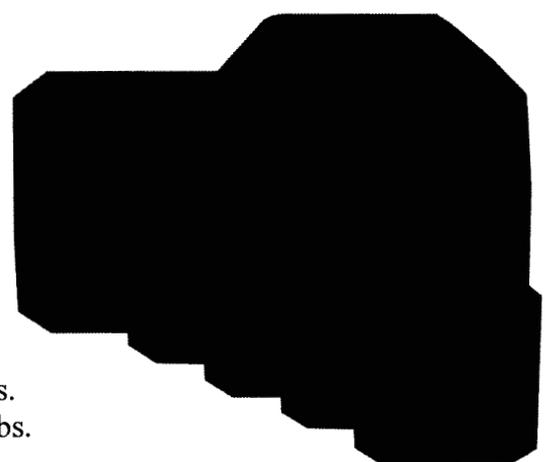
Spec. Revision: 06/02/2014

### Model 10024 Female SPEED Plate:

5" x 7" Rectangle | Thickness: 0.32" | Weight: 0.39 lbs.  
6" x 8" Rectangle | Thickness: 0.32" | Weight: 0.52 lbs.

### Model 10025 SPEED Plate:

5" x 7" Rectangle | Thickness: 0.32" | Weight: 0.39 lbs.  
5" x 8" Rectangle | Thickness: 0.32" | Weight: 0.41 lbs.  
6" x 8" Rectangle | Thickness: 0.32" | Weight: 0.52 lbs.  
7" x 9" Rectangle | Thickness: 0.32" | Weight: 0.69 lbs.  
8" x 10" Shooter's Cut | Thickness: 0.32" | Weight: 0.91 lbs.  
10" x 12" Shooter's Cut | Thickness: 0.32" | Weight: 1.30 lbs.



### Department of State ITAR / Department of Commerce EAR:

This data sheet is for an EXPORT CONTROLLED PRODUCT. The export of these products and technical information related to these products are governed by the U.S. Department of State International Traffic in Arms Regulations (ITAR) and/or the Department of Commerce Export Administration Regulations (EAR). Non-Sales Technical Data related to these products must not be transmitted to a foreign person/entity without proper authorization of the



## Research and Development

### Product Specification Form

441023

U.S. Government. Violations may result in administrative, civil, or criminal penalties. ITAR/EAR Export Licenses and/or ITAR/EAR Brokering Licenses (as appropriate) will be required prior to the submittal of any further technical information and/or shipment of samples and/or products.



4603B Compass Point Road, Belcamp, MD 21017

20 September 2011

Protective Products Enterprises, Inc.  
1655 NW 136<sup>th</sup> Ave.  
Sunrise, FL 33323

Attention: Mr. Mike Slate

Subject: Protective Products Enterprises, Inc., Armor Protection Ballistic Resistance  
and Stab Resistance Test: Job No. 2202-154, Tested 12 through 16 September 2011,  
Purchase Order No. TE003, Test Report No. CT-RD-11-1022

Dear Mr. Slate:

Please find enclosed a report documenting the subject test series that was conducted by  
Chesapeake Testing on 12 through 16 September 2011. This report includes a summary of  
the test as well as a detailed record for each armor sample tested.

If you have any questions related to this test, please call Mr. Craig Thomas at 410-297-8154  
or contact him via e-mail at [craig.thomas@chesapeaketesting.com](mailto:craig.thomas@chesapeaketesting.com).

Sincerely,

James A. Martin  
VP Operations, Chesapeake Testing

jag

Enc. a/s

Chesapeake Testing is an independent testing facility and has no affiliation with  
Protective Products Enterprises, Inc.

**PROTECTIVE PRODUCTS ENTERPRISES, INC., PROPRIETARY INFORMATION**



POC: Mr. Mike Slate  
POC Phone No.: 954-846-8222  
Purchase Order No.: TE003  
Report No.: CT-RD-11-1022

---

**Protective Products Enterprises, Inc.,  
Armor Protection Ballistic Resistance and  
Stab Resistance Test: Job No. 2202-154,  
Tested 12 through 16 September 2011**

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Prepared by:

**Craig A. Thomas  
Jennifer A. Georg**

***Chesapeake Testing***

*4603B Compass Point Road  
Belcamp, MD 21017*

**NVLAP Code 200820-0**

*This report shall not be used to claim product certification, approval,  
or endorsement by NVLAP, NIST, or any agency of the Federal Government.*

**20 September 2011**

*Further dissemination only as directed by  
Protective Products Enterprises, Inc., September 2011*

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Chesapeake Testing is an independent testing facility  
and has no affiliation with Protective Products Enterprises, Inc.

**PROTECTIVE PRODUCTS ENTERPRISES, INC., PROPRIETARY INFORMATION**

**Summary of Results**

Protective Products Enterprises, Inc., provided 12 armor samples to Chesapeake Testing for ballistic resistance testing; and 1 sample for Stab Resistance Testing on 12 through 14 September 2011. The results of the ballistic resistance test are shown in Table 1. The round-by-round ballistic test reports for all ballistic resistance testing performed are provided on the following pages.

**Table 1. Summary of Ballistic Resistance Test**

| Sample No. | Length x Width (in) | Weight (lbs) | Target Obliq. (deg) | Threat                                       | Shot No. | Penetration Data |        | Def. (mm) |
|------------|---------------------|--------------|---------------------|--|----------|------------------|--------|-----------|
|            |                     |              |                     |  |          | Velocity (ft/s)  | Result |           |
| 00371      | 10.00 x 12.00       | 1.11         | 0                   | 5.7 x 28-mm, 27-grain SS195 LFHP             | 1        | 2081             | None   | 5.7       |
|            |                     |              |                     |  | 2        | 2050             | None   | 9.9       |
|            |                     |              |                     |  | 3        | 2049             | None   | NA        |
|            |                     |              |                     |  | 4        | 2050             | None   | NA        |
|            |                     |              |                     |  | 5        | 2062             | None   | NA        |
|            |                     |              |                     |  | 6        | 2082             | None   | NA        |
| 00370      | 10.00 x 12.00       | 1.12         | 0                   | 5.7 x 28-mm, 40-grain Hornady V-Max Blue Tip | 1        | 1724             | None   | 12.8      |
|            |                     |              |                     |  | 2        | 1771             | None   | 15.7      |
|            |                     |              |                     |  | 3        | 1719             | None   | NA        |
|            |                     |              |                     |  | 4        | 1745             | None   | NA        |
|            |                     |              |                     |  | 5        | 1749             | None   | NA        |
|            |                     |              |                     |  | 6        | 1749             | None   | NA        |
| 0163       | 10.00 x 12.00       | 1.13         | 0                   | .40-cal., 95-grain S&W HP                    | 1        | 1515             | None   | 13.2      |
|            |                     |              |                     |  | 2        | 1538             | None   | 18.7      |
|            |                     |              |                     |  | 3        | 1482             | None   | NA        |
|            |                     |              |                     |  | 4        | 1474             | None   | NA        |
|            |                     |              |                     |  | 5        | 1477             | None   | NA        |
|            |                     |              |                     |  | 6        | 1518             | None   | NA        |

Table 1. Summary of Ballistic Resistance Test (continued)

| Sample No. | Length x Width (in) | Weight (lbs) | Target Obliq. (deg) | Threat                           | Shot No. | Penetration Data |        | Def. (mm) |
|------------|---------------------|--------------|---------------------|----------------------------------|----------|------------------|--------|-----------|
|            |                     |              |                     |                                  |          | Velocity (ft/s)  | Result |           |
| 0147       | 10.00 x 12.00       | 1.14         | 0                   | .30-cal., Carbine, 110-grain FMJ | 1        | 1935             | None   | NA        |
|            |                     |              |                     |                                  | 2        | 2015             | None   | 21.2      |
|            |                     |              |                     |                                  | 3        | 2005             | None   | 39.2      |
|            |                     |              |                     |                                  | 4        | 2015             | None   | NA        |
|            |                     |              |                     |                                  | 5        | 2019             | None   | NA        |
|            |                     |              |                     |                                  | 6        | 2055             | None   | NA        |
|            |                     |              |                     |                                  | 7        | 2027             | None   | NA        |
| 00367      | 10.00 x 12.00       | 1.12         | 0                   | .357-SIG, 115-grain JHP          | 1        | 1567             | None   | 15.4      |
|            |                     |              |                     |                                  | 2        | 1550             | None   | 15.5      |
|            |                     |              |                     |                                  | 3        | 1553             | None   | NA        |
|            |                     |              |                     |                                  | 4        | 1546             | None   | NA        |
|            |                     |              |                     |                                  | 5        | 1545             | None   | NA        |
|            |                     |              |                     |                                  | 6        | 1538             | None   | NA        |
| 00369      | 10.00 x 12.00       | 1.12         | 0                   | 9-mm Fiocchi, 115-grain FMJ      | 1        | 1168             | None   | 15.8      |
|            |                     |              |                     |                                  | 2        | 1178             | None   | 5.8       |
|            |                     |              |                     |                                  | 3        | 1167             | None   | NA        |
|            |                     |              |                     |                                  | 4        | 1169             | None   | NA        |
|            |                     |              |                     |                                  | 5        | 1161             | None   | NA        |
|            |                     |              |                     |                                  | 6        | 1167             | None   | NA        |

Table 1. Summary of Ballistic Resistance Test (continued)

| Sample No. | Length x Width (in) | Weight (lbs) | Target Obliq. (deg) | Threat                       | Shot No. | Penetration Data |        | Def. (mm) |
|------------|---------------------|--------------|---------------------|------------------------------|----------|------------------|--------|-----------|
|            |                     |              |                     |                              |          | Velocity (ft/s)  | Result |           |
| 00304      | 10.00 x 12.00       | 1.13         | 0                   | .357-SIG,<br>125-grain GDHP  | 1        | 1432             | None   | 18.9      |
|            |                     |              |                     |                              | 2        | 1435             | None   | 20.1      |
|            |                     |              |                     |                              | 3        | 1403             | None   | NA        |
|            |                     |              |                     |                              | 4        | 1389             | None   | NA        |
|            |                     |              |                     |                              | 5        | 1390             | None   | NA        |
|            |                     |              |                     |                              | 6        | 1401             | None   | NA        |
| 00368      | 10.00 x 12.00       | 1.12         | 0                   | 9-mm,<br>127-grain SXT       | 1        | 1256             | None   | 20.2      |
|            |                     |              |                     |                              | 2        | 1252             | None   | 18.8      |
|            |                     |              |                     |                              | 3        | 1255             | None   | NA        |
|            |                     |              |                     |                              | 4        | 1243             | None   | NA        |
|            |                     |              |                     |                              | 5        | 1257             | None   | NA        |
|            |                     |              |                     |                              | 6        | 1228             | None   | NA        |
| 00366      | 10.00 x 12.00       | 1.12         | 0                   | 7.62 x 25-mm,<br>TOKAREV FMJ | 1        | 1536             | None   | 11.9      |
|            |                     |              |                     |                              | 2        | 1551             | None   | 6.6       |
|            |                     |              |                     |                              | 3        | 1536             | None   | NA        |
|            |                     |              |                     |                              | 4        | 1545             | None   | NA        |
|            |                     |              |                     |                              | 5        | 1540             | None   | NA        |
|            |                     |              |                     |                              | 6        | 1539             | None   | NA        |

Table 1. Summary of Ballistic Resistance Test (continued)

| Sample No. | Length x Width (in) | Weight (lbs) | Target Obliq. (deg) | Threat  | Shot No. | Penetration Data |        | Def. (mm) |
|------------|---------------------|--------------|---------------------|---|----------|------------------|--------|-----------|
|            |                     |              |                     |   |          | Velocity (ft/s)  | Result |           |
| 00373      | 10.00 x 12.00       | 1.12         | 0                   | 7.62 x 25-mm, TOKAREV FMJ                     | 1        | 1518             | None   | 17.2      |
|            |                     |              |                     |   | 2        | 1497             | None   | 11.2      |
|            |                     |              |                     |   | 3        | 1513             | None   | NA        |
|            |                     |              |                     |   | 4        | 1522             | None   | NA        |
|            |                     |              |                     |   | 5        | 1504             | None   | NA        |
|            |                     |              |                     |   | 6        | 1511             | None   | NA        |
| 00374      | 10.00 x 12.00       | 1.15         | 0                   | 7.62 x 25-mm, TOKAREV FMJ                     | 1        | 1608             | None   | 17.8      |
|            |                     |              |                     |   | 2        | 1618             | None   | 9.3       |
|            |                     |              |                     |   | 3        | 1604             | None   | NA        |
|            |                     |              |                     |   | 4        | 1606             | None   | NA        |
|            |                     |              |                     |   | 5        | 1612             | None   | NA        |
|            |                     |              |                     |   | 6        | 1602             | None   | NA        |
| 00364      | 10.00 x 12.00       | 1.12         | 0                   | 12-gauge, 2.75 in mag., 1 oz. rifled slug, HP | 1        | 1566             | None   | NA        |
|            |                     |              |                     |   | 2        | 1581             | None   | NA        |
|            |                     |              |                     |   | 3        | 1589             | None   | NA        |

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00371

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.11 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: 3037  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                           | Lot No.          | Powder         |
|--------------------------------------|------------------|----------------|
| (1) 5.7 x 28-mm, 27-grain SS195 LFHP | FNH USA 10700013 | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 18 mm, 18 mm, 18 mm, 19 mm
- (2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 2403        | 2081          | 2402        | 2082          | 2081             | None        | 5.7              |           |
| 2        | 1    | 2439        | 2050          | 2439        | 2050          | 2050             | None        | 9.9              |           |
| 3        | 1    | 2441        | 2048          | 2440        | 2049          | 2049             | None        | NA               |           |
| 4        | 1    | 2439        | 2050          | 2438        | 2051          | 2050             | None        | NA               |           |
| 5        | 1    | 2425        | 2062          | 2424        | 2063          | 2062             | None        | NA               |           |
| 6        | 1    | 2402        | 2082          | 2401        | 2082          | 2082             | None        | NA               |           |

#### Remarks:

Clay block temp.: 96.3 °F  
Clay block No. 11  
Requested velocity: 2072 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00370

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.12 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: 3037  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                                      | Lot No.          | Powder         |
|---|------------------|----------------|
| (1) 5.7 x 28-mm 40-grain Hornady V-Max Blue Tip | FNH USA 10700017 | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 17 mm, 18 mm, 18 mm, 18 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 2900        | 1724          | 2902        | 1723          | 1724             | None        | 12.8             |           |
| 2        | 1    | 2823        | 1771          | 2824        | 1771          | 1771             | None        | 15.7             |           |
| 3        | 1    | 2907        | 1720          | 2909        | 1719          | 1719             | None        | NA               |           |
| 4        | 1    | 2865        | 1745          | 2867        | 1744          | 1745             | None        | NA               |           |
| 5        | 1    | 2858        | 1749          | 2859        | 1749          | 1749             | None        | NA               |           |
| 6        | 1    | 2857        | 1750          | 2859        | 1749          | 1749             | None        | NA               |           |

#### Remarks:

Clay block temp.: 95.3 °F  
Clay block No. 14  
Requested velocity: 1729 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 02

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 0163

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.13 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3009  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                    | Lot No.    | Powder         |
|-------------------------------|------------|----------------|
| (1) .40-cal., 95-grain S&W HP | Aguila 133 | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 17 mm, 18 mm, 19 mm, 19 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 3300        | 1515          | 3302        | 1514          | 1515             | None        | 13.2             |           |
| 2        | 1    | 3250        | 1538          | 3252        | 1538          | 1538             | None        | 18.7             |           |
| 3        | 1    | 3372        | 1483          | 3374        | 1482          | 1482             | None        | NA               |           |
| 4        | 1    | 3390        | 1475          | 3393        | 1474          | 1474             | None        | NA               |           |
| 5        | 1    | 3384        | 1478          | 3387        | 1476          | 1477             | None        | NA               |           |
| 6        | 1    | 3293        | 1518          | 3295        | 1517          | 1518             | None        | NA               |           |

#### Remarks:

Clay block temp.: 95.5 °F  
Clay block No. 13  
Requested velocity: 1500 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 02

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 0147

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.14 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3024  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                           | Lot No.       | Powder         |
|--------------------------------------|---------------|----------------|
| (1) .30-cal., Carbine, 110-grain FMJ | Magtech 55041 | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 17 mm, 17 mm, 18 mm, 19 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 2583        | 1936          | 2584        | 1935          | 1935             | None        | NA               | (a)       |
| 2        | 1    | 2480        | 2016          | 2482        | 2015          | 2015             | None        | 21.2             |           |
| 3        | 1    | 2492        | 2006          | 2495        | 2004          | 2005             | None        | 39.2             |           |
| 4        | 1    | 2481        | 2015          | 2483        | 2014          | 2015             | None        | NA               |           |
| 5        | 1    | 2476        | 2019          | 2478        | 2018          | 2019             | None        | NA               |           |
| 6        | 1    | 2431        | 2057          | 2434        | 2054          | 2055             | None        | NA               |           |
| 7        | 1    | 2466        | 2028          | 2468        | 2026          | 2027             | None        | NA               |           |

#### Remarks:

Clay block temp.: 95.5 °F  
Clay block No. 13  
Requested velocity: 2030 ±30 ft/s

#### Footnotes:

(a) Insufficient velocity.

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00367

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.12 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3015  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                  | Lot No.         | Powder         |
|-----------------------------|-----------------|----------------|
| (1) .357-SIG, 115-grain JHP | Corbon 20100201 | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 18 mm, 18 mm, 18 mm, 18 mm, 19 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 3191        | 1567          | 3192        | 1566          | 1567             | None        | 15.4             |           |
| 2        | 1    | 3224        | 1551          | 3226        | 1550          | 1550             | None        | 15.5             |           |
| 3        | 1    | 3218        | 1554          | 3221        | 1552          | 1553             | None        | NA               |           |
| 4        | 1    | 3236        | 1545          | 3234        | 1546          | 1546             | None        | NA               |           |
| 5        | 1    | 3236        | 1545          | 3235        | 1546          | 1545             | None        | NA               |           |
| 6        | 1    | 3249        | 1539          | 3252        | 1538          | 1538             | None        | NA               |           |

#### Remarks:

Clay block temp.: 95.9 °F  
Clay block No. 13  
Requested velocity: 1540 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00369

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.12 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3002  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                     | Lot No.    | Powder         |
|--------------------------------|------------|----------------|
| (1) 9-mm Fiochi, 115-grain FMJ | Fiochi 9AP | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 18 mm, 18 mm, 19 mm, 20 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 4282        | 1168          | 4283        | 1167          | 1168             | None        | 15.8             |           |
| 2        | 1    | 4244        | 1178          | 4245        | 1178          | 1178             | None        | 5.8              |           |
| 3        | 1    | 4286        | 1167          | 4286        | 1167          | 1167             | None        | NA               |           |
| 4        | 1    | 4276        | 1169          | 4277        | 1169          | 1169             | None        | NA               |           |
| 5        | 1    | 4306        | 1161          | 4306        | 1161          | 1161             | None        | NA               |           |
| 6        | 1    | 4285        | 1167          | 4286        | 1167          | 1167             | None        | NA               |           |

#### Remarks:

Clay block temp.: 96.0 °F  
Clay block No. 14  
Requested velocity: 1150 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/12/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00304

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.13 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3014  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                   | Lot No.    | Powder         |
|------------------------------|------------|----------------|
| (1) .357-SIG, 125-grain GDHP | Speer 4012 | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 18 mm, 18 mm, 19 mm, 19 mm, 21 mm
- (2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 3490        | 1433          | 3491        | 1432          | 1432             | None        | 18.9             |           |
| 2        | 1    | 3483        | 1436          | 3484        | 1435          | 1435             | None        | 20.1             |           |
| 3        | 1    | 3564        | 1403          | 3566        | 1402          | 1403             | None        | NA               |           |
| 4        | 1    | 3599        | 1389          | 3601        | 1389          | 1389             | None        | NA               |           |
| 5        | 1    | 3597        | 1390          | 3599        | 1389          | 1390             | None        | NA               |           |
| 6        | 1    | 3568        | 1401          | 3570        | 1401          | 1401             | None        | NA               |           |

#### Remarks:

Clay block temp.: 98.3 °F  
Clay block No. 14  
Requested velocity: 1410 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

## Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00368

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.12 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

## Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3002  
Gunner: S. McDowell  
Recorder: J. McDowell

## Ammunition

| Projectile              | Lot No.                 | Powder         |
|-------------------------|-------------------------|----------------|
| (1) 9-mm, 127-grain SXT | Winchester Ranger RA9TA | Accurate No. 2 |

## Applicable Standards or Procedures

- (1) Clay Drops - 18 mm, 18 mm, 18 mm, 19 mm, 19 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 3981        | 1256          | 3982        | 1256          | 1256             | None        | 20.2             |           |
| 2        | 1    | 3993        | 1252          | 3996        | 1251          | 1252             | None        | 18.8             |           |
| 3        | 1    | 3982        | 1256          | 3985        | 1255          | 1255             | None        | NA               |           |
| 4        | 1    | 4022        | 1243          | 4024        | 1243          | 1243             | None        | NA               |           |
| 5        | 1    | 3978        | 1257          | 3979        | 1257          | 1257             | None        | NA               |           |
| 6        | 1    | 4070        | 1229          | 4071        | 1228          | 1228             | None        | NA               |           |

### Remarks:

Clay block temp.: 96.8 °F  
Clay block No. 14  
Requested velocity: 1250 ±30 ft/s

### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00366

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.12 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3024  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                    | Lot No.  | Powder         |
|-------------------------------|----------|----------------|
| (1) 7.62 x 25-mm, TOKAREV FMJ | Romanian | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 17 mm, 18 mm, 18 mm, 18 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 3255        | 1536          | 3257        | 1535          | 1536             | None        | 11.9             |           |
| 2        | 1    | 3223        | 1551          | 3224        | 1551          | 1551             | None        | 6.6              |           |
| 3        | 1    | 3255        | 1536          | 3256        | 1536          | 1536             | None        | NA               |           |
| 4        | 1    | 3236        | 1545          | 3237        | 1545          | 1545             | None        | NA               |           |
| 5        | 1    | 3246        | 1540          | 3246        | 1540          | 1540             | None        | NA               |           |
| 6        | 1    | 3248        | 1539          | 3250        | 1538          | 1539             | None        | NA               |           |

#### Remarks:

Clay block temp.: 95.0 °F  
Clay block No. 11  
Requested velocity: 1540 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00373

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.12 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3024  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                    | Lot No. | Powder         |
|-------------------------------|---------|----------------|
| (1) 7.62 x 25-mm, TOKAREV FMJ | Norinco | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 17 mm, 18 mm, 18 mm, 19 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 3292        | 1519          | 3294        | 1518          | 1518             | None        | 17.2             |           |
| 2        | 1    | 3339        | 1497          | 3342        | 1496          | 1497             | None        | 11.2             |           |
| 3        | 1    | 3303        | 1514          | 3305        | 1513          | 1513             | None        | NA               |           |
| 4        | 1    | 3284        | 1523          | 3287        | 1521          | 1522             | None        | NA               |           |
| 5        | 1    | 3323        | 1505          | 3324        | 1504          | 1504             | None        | NA               |           |
| 6        | 1    | 3308        | 1511          | 3308        | 1511          | 1511             | None        | NA               |           |

#### Remarks:

Clay block temp.: 96.0 °F  
Clay block No. 11  
Requested velocity: 1520 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/13/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00374

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.15 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 2  
Temp: 68 °F  
BP: 29.74 inHg  
RH: 46%  
Barrel/Gun: CT-3024  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile                    | Lot No. | Powder         |
|-------------------------------|---------|----------------|
| (1) 7.62 x 25-mm, TOKAREV FMJ | S&B     | Accurate No. 2 |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 17 mm, 18 mm, 18 mm, 19 mm  
(2) NIJ-STD-0106.01 (modified)

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 3109        | 1608          | 3110        | 1608          | 1608             | None        | 17.8             |           |
| 2        | 1    | 3089        | 1619          | 3091        | 1618          | 1618             | None        | 9.3              |           |
| 3        | 1    | 3117        | 1604          | 3119        | 1603          | 1604             | None        | NA               |           |
| 4        | 1    | 3113        | 1606          | 3115        | 1605          | 1606             | None        | NA               |           |
| 5        | 1    | 3102        | 1612          | 3103        | 1611          | 1612             | None        | NA               |           |
| 6        | 1    | 3120        | 1603          | 3122        | 1602          | 1602             | None        | NA               |           |

#### Remarks:

Clay block temp.: 96.0 °F  
Clay block No. 11  
Requested velocity: 1600 ±30 ft/s

#### Footnotes:

# BALLISTIC RESISTANCE TEST

## Chesapeake Testing

4603B Compass Point Road  
Belcamp, MD 21017

Client: Protective Products Enterprises, Inc.  
Job No.: 2202-154  
Test Date: 9/14/2011

### Test Panel

Description: Speed plate, Lot No.: 04

Manufacturer: Protective Products Enterprises, Inc.

Sample No.: 00364

Size: 10.00 x 12.00 in  
Thickness: NA  
Avg. Thick: NA

Heat No.: NA  
Weight: 1.12 lbs  
Hardness: NA  
Plies/Laminates: NA

Date Received: 9/8/2011  
Via: FedEx  
Returned: FedEx

### Setup

Shot Spacing: NIJ-STD-0101.06 (modified)  
Witness Panel: Clay  
Obliquity: 0°  
Backing Material: 5.5-in Clay/Plywood  
Condition: Ambient

Primary Vel. Screens: 6.5 ft, 11.5 ft  
Primary Vel. Location: 9 ft  
Range to Target: 17.2 ft  
Target to Witness: 0 in

Range No.: 1  
Temp: 68 °F  
BP: 30.12 inHg  
RH: 46%  
Barrel/Gun: CDS-0406  
Gunner: S. McDowell  
Recorder: J. McDowell

### Ammunition

| Projectile  | Lot No.               | Powder        |
|---|-----------------------|---------------|
| (1) 12-gauge, 2.75 in mag., 1 oz. rifled slug, HP | Winchester X123RS15VP | Factory Loads |

### Applicable Standards or Procedures

- (1) Clay Drops - 17 mm, 19 mm, 19 mm, 19 mm, 19 mm
- (2) NIJ-STD-0101.06 (modified)
- (3) Customer request

| Shot No. | Ammo | Time 1 (µs) | Vel. 1 (ft/s) | Time 2 (µs) | Vel. 2 (ft/s) | Avg. Vel. (ft/s) | Penetration | Deformation (mm) | Footnotes |
|----------|------|-------------|---------------|-------------|---------------|------------------|-------------|------------------|-----------|
| 1        | 1    | 3192        | 1566          | 3192        | 1566          | 1566             | None        | NA               |           |
| 2        | 1    | 3162        | 1581          | 3163        | 1581          | 1581             | None        | NA               |           |
| 3        | 1    | 3146        | 1589          | 3147        | 1589          | 1589             | None        | NA               |           |

#### Remarks:

Requested Velocity: 1600 ft/s  
Clay box temp.: 96.8 °F

#### Footnotes:

**Summary of Results**

Protective Products Enterprises, Inc., provided one armor samples to Chesapeake Testing for stab resistance testing on 16 September 2011. The results of the stab resistance test are shown in Table 1. The detailed data sheet for the stab resistance testing performed is provided on the following page.

**Table 1. Summary of Stab Resistance Test Results**

| Sample No. | Weight (lbs) | Drop Mass (kg) | Angle of Incidence (deg) | Penetration Data |        |                  |              |                 |                       |                   |                        |
|------------|--------------|----------------|--------------------------|------------------|--------|------------------|--------------|-----------------|-----------------------|-------------------|------------------------|
|            |              |                |                          | Impact No.       | Threat | Protection Level | Energy Level | Drop Height (m) | Impact Velocity (m/s) | Strike Energy (J) | Penetration Depth (mm) |
| 00365      | 1.13         | 1.91           | 0                        | 1                | Spike  | 1                | E1           | 1.34            | 5.022                 | 24.09             | 0                      |
|            |              |                |                          | 2                | Spike  | 1                | E2           | 1.95            | 6.042                 | 34.86             | 7                      |
|            |              |                |                          | 3                | Spike  | 1                | E2           | 1.98            | 6.133                 | 35.92             | 7                      |





## **Stoll, Gary**

---

**From:** Jim McClellan <jim@southernuniform.com>  
**Sent:** Thursday, February 12, 2015 7:49 AM  
**To:** Stoll, Gary  
**Subject:** RE: IFB 14709216 Clarification  
**Attachments:** Insurance Certificate PBE spelling \$27M.pdf

Gary Stoll

Attached is the Insurance form dated 10-31-14 this is the up to date insurance form showing 27,000,000 per occurrence. Southern uniform will honor the price we bid at least until 12-31-15

If you need anything else please let me know

Jim McClellan  
Southern Uniform & Equipment  
Ph.800-493-2684  
Fax 417-358-7433  
E-Mail [jim@southernuniform.com](mailto:jim@southernuniform.com)

---

**From:** Stoll, Gary [<mailto:Gary.Stoll@doc.mo.gov>]  
**Sent:** Sunday, February 08, 2015 11:15 AM  
**To:** [jim@southernuniform.com](mailto:jim@southernuniform.com)  
**Subject:** IFB 14709216 Clarification

The Department of Corrections requests the following clarifications to Southern Uniform and Equipment's response to IFB 14709216.

Section 4.10 of the IFB states:

*"The bidder should submit with its bid proof that the manufacturer of the body armor has product liability insurance in an amount of not less than twenty-four million dollars (\$24,000,000.00) per occurrence"*

The Certificate of Liability Insurance submitted by Southern Uniform and Equipment with its bid response states a Commercial General Liability of \$1,000,000 for each occurrence and a product liability limit \$26,000,000 annual aggregate. Please clarify how this meets the requirements of section 4.10.

Also, the Certificate of Liability Insurance submitted has an expiration date of October 31, 2014. Since the certificate was in effect at the time the bid was submitted and the Department's evaluation of the bids is taking longer than expected, the Department is making the assumption that an updated certificate would be available upon request. Please confirm.

Paragraph 5h of the terms and conditions states:

*"Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period."*

The Department's bid evaluation is taking longer than anticipated. Please confirm that Southern Uniform and Equipment will continue to honor its bid price beyond the ninety days.

Please respond no later than end of the day Friday, February 13, 2015.

The Missouri Department of Corrections thanks you for your interest.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2015

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<br><b>BROWN &amp; BROWN OF FLORIDA INC</b><br>14900 NW 79th Court, Suite#200<br>Miami Lakes, FL 33016-5869<br>Jason Behnke   | CONTACT NAME:                            |                                   |                             |
|   | PHONE (A/C, No, Ext):                    | 305-714-4000                      | FAX (A/C, No): 305-714-4401 |
| E-MAIL ADDRESS:   |  |                                   |                             |
|   |  | INSURER(S) AFFORDING COVERAGE     | NAIC #                      |
|   |  | INSURER A : *Hartford Fire Ins Co | 19682                       |
| INSURED<br><b>Point Blank Enterprises, Inc.</b><br><b>Point Blank Holding Corp.</b><br><b>Protective Products Enterprises, LLC</b><br>2102 SW 2nd Street<br>Pompano Beach, FL 33069 | INSURER B : *Comp Options Insurance Co*  |                                   | 10834                       |
|   | INSURER C : *Twin City Fire Ins. Company |                                   | 29459                       |
|   | INSURER D : *Sentinel Insurance Co. Ltd. |                                   | 11000                       |
|   | INSURER E :                              |                                   |                             |
|   | INSURER F :                              |                                   |                             |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR                                 | SUBR WVD | POLICY NUMBER                | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS  |
|----------|---|---|----------|------------------------------|--------------------------|--------------------------|---|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY   |   |          | 21CESOF5956                  | 10/31/2014               | 10/31/2015               | EACH OCCURRENCE \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |   |          |                              |                          |                          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000                                    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |   |          |                              |                          |                          | MED EXP (Any one person) \$ 10,000  |
|          | <input checked="" type="checkbox"/> \$25,000 Ded Each   |   |          |                              |                          |                          | PERSONAL & ADV INJURY \$ 1,000,000  |
|          | <b>Occurrence</b>   |   |          |                              |                          |                          | GENERAL AGGREGATE \$ 2,000,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |          |                              |                          |                          | PRODUCTS - COMP/OP AGG \$ 2,000,000   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |   |          |                              |                          |                          | <b>Emp Ben.</b> \$ 1,000,000  |
| D        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  |   |          | 21UENZE8141                  | 10/31/2014               | 10/31/2015               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> ANY AUTO  |   |          |                              |                          |                          | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS  |          |                              |                          |                          | BODILY INJURY (Per accident) \$   |
|          | <input type="checkbox"/> HIRED AUTOS  | <input type="checkbox"/> NON-OWNED AUTOS  |          |                              |                          |                          | PROPERTY DAMAGE (PER ACCIDENT) \$   |
|          |   |   |          |                              |                          |                          | \$  |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB   |   |          | 21HUON0567                   | 10/31/2014               | 10/31/2015               | EACH OCCURRENCE \$ 25,000,000   |
|          | <input type="checkbox"/> EXCESS LIAB  | <input checked="" type="checkbox"/> OCCUR |          |                              |                          |                          | AGGREGATE \$ 25,000,000   |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                      | <input type="checkbox"/> CLAIMS-MADE      |          |                              |                          |                          | <b>ProdCoAgg</b> \$ 25,000,000  |
| C<br>B   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |   |          | 21WBAJ1986<br>WC810007351002 | 10/31/2014<br>10/31/2014 | 10/31/2015<br>10/31/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N                                       | N/A      |                              |                          |                          | E.L. EACH ACCIDENT \$ 1,000,000   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |   |          |                              |                          |                          | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |
|          |   |   |          |                              |                          |                          | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

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

Re: Evidence Only.  
Product Liability Limit: \$27M Annual Aggregate.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br><b>POINTBL</b><br><br><b>Point Blank Enterprises, Inc.</b><br><b>2102 SW 2nd Street</b><br><b>Pompano Beach, FL 33069</b> | <b>CANCELLATION</b><br><br>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<br>   |

