

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET, 6th Floor
Patrick Henry Building
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT

- 1. DATE 24 January 2012
- 2. COMMODITY NAME..... Body Armor
- 3. CONTRACT NUMBER..... E194-836
- 4. CONTRACT PERIOD..... 1 September 2010 – 31 August 2012
- 5. SUPERSEDES..... N/A
- 6. AUTHORIZED USERS..... State Agencies, Localities, Schools
- 7. CONTRACTORS' eVA NUMBER..... 1643
- 8. CONTRACTOR..... PACA / Point Blank
- 9. CONTRACTORS' PHONE NUMBER..... 704-534-0292
- 10. TERMS Net 30
- 11. DELIVERY 30 Days ARO
- 12. F.O.B..... Destination
- 13. MINIMUM ORDER N/A
- 14. FOR FURTHER CONTRACT INFORMATION CONTACT:

Lucinda A. Garwood
Phone: (804) 786-5412
Fax: (804) 786-0223
Email: Lucinda.Garwood@dgs.virginia.gov

- 15. FOR ADDITIONAL COPIES OF THIS AND OTHER CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE:
www.eVA.state.va.us

NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is optional. If the commodity or services available under this contract cannot be used by an agency or locality, a request to may be submitted to the appropriate DGS/DPS contract/purchase officer for addition of like items for inclusion on a future contract.



Lucinda A. Garwood, VCO
Statewide Commodity Contract Officer

INSTRUCTIONS

1. Orders. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia may order items listed by issuing eVA purchase orders or by issuing their own purchase order form.

Written Purchase Orders Required by the Contractor. **When required by the contractor**, state agencies and public bodies will supply written purchase order forms for orders under \$5,000.

Verbal/Facsimile Orders. When a written purchase order is not required by the contractor, state agencies have the authority to place verbal and/or facsimile orders for requirements valued at less than \$5,000.

Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.

2. If this contract is authorized for use by localities Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.
3. The applicable contract number, eVA vendor identification number and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
4. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, County, Town or political subdivision.
5. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).
6. Renewals. Two (2) one (1) year renewals available.
7. Price Adjustments. May only occur on specified items listed once per year on the contract anniversary date. Items offered in the manufacturer's catalog, but not specified, at a discount off manufacturer's catalog price may 'float' however, the discount must remain the same.

BODY ARMOR

PACA BODY ARMOR / POINT BLANK SOLUTIONS Contract # E194-836

Eva # 1643	VENDOR ADDRESS	TELEPHONE NO.
	2102 SW 2 nd Street Pompano Beach, Florida 33069	800-413-5155 X1419
	Contact:	
	Order Placement Questions or Assistance:	
	Bill Burns Phone: 704-534-0292	
	Fax: 945-414-8126 Email: bburns@pbsinc.com	
	Technical Questions:	
	Bill Burns Phone: 704-534-0292	
	Fax: 945-414-8126 Email: bburns@pbsinc.com	

PACA is offering a **discount off everything else in their catalog not specified** of 45% off catalog price (which may fluctuate up or down), but the discount will remain the same. Their website is www.pointblanksolutions.com/paca for additional information. Items specified below are on a punch-out and pricing is fixed for 12 months at a time. Items listed NIJ0101.06 approved and FBI approved. Specifications from the solicitation are attached (see Page 5).

POINT BLANK is also offering a **discount off everything in their catalog** of 45% off catalog price (which may fluctuate up or down), but the discount will remain the same. Their website is www.pointblankarmor.com for products.

An eVA **punch out** is available **only for those models listed below**; other catalog items do not have a punch out. Special shipping instructions must be specified when an order is placed so applicable charges may be quoted. If notification of a particular individual is required to receive notification before an item ships or when it will arrive the name, phone number and Email address must be provided at the time the order is placed and the time notification is made (24 hours before delivery, 48 hours before delivery, date of shipment, etc.).

Additional charges will be allowed for Special shipping (that is not the ordinary method customarily used by the vendor) and would include 'Rush', 'Overnight' and the like.

PRICE SCHEDULE

<u>Item no.</u>	Model	Unit	Price
	CONCEALED COVERT STYLE		
1	Covert Level IIIA Body Armor INCLUDES 1 extra Perform-X concealed/covert carrier; KXPPIIA ballistics panel (Approved for use by Virginia State Police). Model #KXPPIIA; Part #PFXKXP3A	Each	\$495.00
2	Carrier only for Covert Level IIIA concealed/covert Model #KXPPIIA vest. Part #PFMXOS	Each	\$63.00
3	Ballistics Panel 5" X 8" trauma insert only (EXTRA) for Model #KXPPIIA concealable/covert body armor. Part #STP-5X8	Each	\$17.00

Body Armor Specifications

The Commonwealth of Virginia is issuing this Invitation for Bid (“IFB”) to solicit pricing for establishing a contract through competitive bidding with an experienced, qualified firm, for the purchase of Body Armor. The amount spent last year on body armor was approximately \$226,417.00 which accounts for only those utilizing eVA to order. Some localities buy off the State Contract but do not use eVA for ordering.

The resulting contract will be an “as-needed” contract, and will be designed to be accessed not only by state Agencies and Institutions of Higher Education but also municipalities, other public bodies, and other public entities as specified by the Code of Virginia, Section 2.2-4304, titled “Cooperative Procurement” Authorized Contract Users:, other Public Bodies and Entities. Orders shall be placed in the form of a purchase order issued to the firm by the requestor, or credit card. The Division of Purchases and Supply (“DPS”) cannot guarantee the number of individual purchase orders which might be issued nor the dollar amount of any individual purchase orders, credit card purchases or their aggregate amount.

I. General Requirements:

- A. All body armor shall meet NIJ0101.06 (www.ojp.usdoj.gov/nij/ Body Armor) and FBI Test protocols and standards and the quality assurance provisions of the specifications (available at www.lightfighter.com. Or by sending the request on company letterhead to the following address:
- FBI Academy
 - Defensive Systems Unit
 - Attn: Michael Thompson
 - Quantico, VA 22135

Test data shall be provided to the ordering agency upon request;

- B. The contractor, or their authorized agent(s), shall measure each user. Upon delivery the contractor, or their authorized agent, will confirm proper fit. Virginia State Police (“VSP”) or other ordering agency is the final authority on fit. After receipt of a purchase order or charge card order, the contractor shall make arrangements and coordinate such custom fitting at the using agency’s local offices or at a mutually agreeable location. Female cut shall be available if and when required. Armor deemed to be of improper fit will be replaced within three weeks and the contractor shall provide copies of measurement forms or sizing charts male and female;
- C. Delivery of requested items shall be made within 45 days after receipt of a purchase order or credit card order. Each vest shall be individually wrapped and include a certificate of inspection, cleaning instructions and a five year certificate of warranty for ballistic panels;
- D. The manufacturer shall maintain laboratory facilities and personnel for rigid quality control. Materials and performance testing shall be a part of the manufacturing operations. Each ballistic materials lot shall be tested for NIJ compliance standards. Such results and records of the tests shall be open to inspection by the purchasing office or its authorized agents, and shall be provided to the end user with each shipment. Virginia State Police (“VSP”) will, at their discretion, chose at least three sets of issued armor each year for Quality Control testing. The manufacturer will replace and test the selected samples at their expense and provide VSP with written test data and return the samples;

- E. The contractor shall provide serial numbers on a quarterly basis and retain all books, records and other documents relative to this contract for 5 years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Written copies of serial numbers shall be forwarded to VSP, Agencies and localities upon request. The agency, or its authorized agents, and or state auditors shall have full access to and the right to examine any of said materials during normal business hours within the specified five year period;
- F. Firms offering body armor shall have a minimum of \$15 million dollars in Liability insurance;
- G. Firms shall submit pricing for products specified in this solicitation and a % off List Catalog Price for all other products available (attach spreadsheet with items and % off discount);
- H. The contractor will be expected to provide a complete catalog of items on-line (eVA currently uses 'Ariba' software for the punch out catalogs and contract users prefer using a punch out catalog);
- I. Mid-year inserts may be required to notify end-users of product additions and/or deletions. This information shall also be available online.

II. Specific Requirements for covert Level IIIA Body Armor:

- A. Covert Soft Body Armor with 1 extra covert carrier. This specification covers the furnishing of concealable soft body armor for use by law enforcement agencies. The soft body armor alone shall provide at least level IIIA threat protection. Body armor shall comply with specification, shall have been tested by a laboratory recognized by the National Institute of Standards and Technology for compliance with the National Institute of Justice (NIJ 0101.06) and the FBI body armor test protocols;
- B. Soft body armor shall be designed with removable ballistic panels to fully protect the upper torso, torso sides and clavicle regions, including groin region when required. Back ballistic panels shall provide protection to the base of the neck. Front ballistic panels shall be contoured so they are not visible at the open throat when the collar is unbuttoned, while still providing maximum protection. Ballistic panels shall be flexible and lightweight. The body armor shall be designed for easy donning and shall provide for efficient arm movement while maximizing side and clavicle region protection. Side closures shall be of a minimum of 1 ½ inch over lap at the sides. Lining on front and back panels shall be of a material which will wick away moisture. The body armor carrier shall also be designed with 5"X 8" front and rear pocket for optional trauma plate and with front and rear tuck tails, except for the Executive Dress Vest;
- C. The carrier for the soft body armor shall be composed of a tightly woven polyester/cotton or equivalent material. This carrier shall be removable and washable. Fasteners shall be Velcro type or equivalent with approximately 2 inch wide hook and loop construction at the sides. Fasteners shall be designed to provide fine adjustment of the body armor vest for a secure fit with approximately 2 inches of adjustment. There shall be a tag with the armors serial number, date of manufacture and size attached to both the armor and the carrier. The specified information MUST be filled in on both tags;

- D. The ballistic panels shall be composed of either single or a combination of material from accepted industry standard. The front and back panels shall be of the same materials. A label on each panel which states the level of protection, serial number, size and date of manufacture must be filled in and attached;
- E. A trauma plate shall be of material from the industry standard and be measured 5 inches by 8 inches. When used with a ballistic panel, the trauma plate must be able to withstand IIIA multiple hits. Steel plates shall not be used;
- F. The body armor/carrier shall be available in white, tan, navy blue, (or woodland camo, digital ACU) as requested by ordering agency or locality;
- G. Body armor sizes shall be available in both male and female with a custom fit and adhere to accepted industry standards;
- H. The weight of ballistic body armor shall be categorized in IIIA with a finished areal density (lbs. /sq.ft.) and thickness inch of the ballistic panels as follows Type IIIA less than 1.08lbs./sq. ft.