

# Lexington-Fayette Urban County Government Lexington, Kentucky Horse Capital of the World

Division of Central	Purchasing	Date of Issue: August 21, 2	Date of Issue: August 21, 2017					
INVITATION T	O BID #1	113-2017 Police Ballistic Armor						
<b>Bid Opening Date:</b> Address:	September 200 East M	<b>Bid O</b> lain Street, 3 <sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507	pening Time: 2:00 PM					
Type of Bid:	Price Contr	act						
Pre Bid Meeting: Address:	N/A N/A	Pre Bid Time:	N/A					
		office of the Division of Central Purchasing, 200 East Main Street, Lexing 7. Bids must be <u>received</u> by the above-mentioned date and time. Mailed						
		Division of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3320						
above. Bids that are	e not deliver	ity Government assumes no responsibility for bids that are not address red to the Division of Central Purchasing by the stated time and cany name and address, bid invitation number, and the name of the bid on	date will be rejected. All bids					
Bids are to include all	shipping costs	to the point of delivery located at: 500 Newtown Pike, Lexington, KY 40	)508					
Bid Specific	ations Met	Check One: Exceptions to Bid Specifications. Exceptions shall be itemized and attached to bid proposal submitted.	Proposed Delivery:  LoO days after  acceptance of bid.					
		Lexington-Fayette Urban County Government may be using Procurement ments. Will you accept Procurement Cards?Yes	t Cards to purchase goods					
Bid must L (original sign	_	Galls, LC  Firm Name  1340 RUSS ell (qvc Rd  Address  Lexing ton, Ky 40505  City, State & Zip  City, State & Zip  R. Michael And Yews, Jv CF  Representative's Name (Typed or printed)  900-874-4242 x 4181 871-914-  Area Code - Phone - Extension Fax #  Pen man - justin (a galls. com  E-Mail Address	<u>O</u>					



	AEETDAVIT
per	Comes the Affiant, R.M.Chucl Androws , and after being first duly sworn under penalty of jury as follows:
1.	HIs/her name is <u>V. MicVael</u> Andraus and he/she is the individual submitting the bid or is the
	authorized representative of <u>GallS LUC</u>
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bld is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fee during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstance described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught.
STA	TEOF Kentucky
COI	unty of Fayette
ΟV	The foregoing instrument was subscribed, sworn to and acknowledged before me $R. Michiel Andrews \qquad \qquad$
of J	august, 201.7
	My Commission expires: $\frac{5/3/8}{}$

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

#### I. GREEN PROCUREMENT

#### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to <a href="https://www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as <a href="https://www.energystar.gov">non-compliant</a>.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### **Key Benefits**

These products use 25 to 50% less energy Reduced energy costs without compromising quality or performance Reduced air pollution because fewer fossil fuels are burned Significant return on investment Extended product life and decreased maintenance

#### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to <a href="www.Greenseal.org">www.Greenseal.org</a> to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

#### C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes	<u>_X</u>	No
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#### II. Bid Conditions

- A. No bld may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bld. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and Informalities where such waiver would best serve the Interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be dearly noted and described; otherwise, it will be assumed that the bidder intends to supply Items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

#### "Bid on #113-2017 Police Ballistic Armor"

and addressed to: Division of Central Purchasing

200 East Main Street, Room 338 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

#### The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

#### KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45,640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

#### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>2</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional <u>3 (1)</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
  - (X) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

#### **EQUAL OPPORTUNITY AGREEMENT**

#### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

#### Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature

Name of Business

#### **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All
  applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to
  sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban
  County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned
  Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract,
  and shall be deemed to be incorporated herein by reference.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedles, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Price Discrepancy: In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
- 19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 20. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

#### **WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_GIIS, LLC

Categories	Total	(i) His	Thite  Not panic or tino)	Hispanic or Latino		Black or African- American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		ot Indian or anic Alaskan		Two or more races (Not Hispanic or Latino		Total	
		М	F	М	F	M	F	M	F	М	F	М	F	M	F	М	F
Administrators	157	75	49	5	8	8	5	0	0	5	1	1	0	0	0	94	63
Professionals	6	28	25	0	1	2	3	0	1	0	1	0	0	0	0	30	3i
Superintendents N/A																	
Supervisors N/A																	
Foremen N/A																	
Technicians	1	1	6	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Protective Service NA																	
Para-Professionals	245	73	79	13	32	$\mathcal{H}$	19	0	2	4	6	0	2	3	1	104	141
Office/Clerical	156	39	72	4	6	4	25	0	0	2	4	0	0	0	Ö	49	107
Skilled Craft(Operatives)	351	31	70	27	55	35	85	0	1	5	39	0	2	1	0	99	252
Laborers ! Helpers	144	45	24	11	17	21	16	0	0	3	4	0	2	1	0	છા	63
Total:	1115	292	319	60	119	81	153	0	4	19	56	1	9	5	1	458	657

Prepared by: Tiffsny Brewer, Manager, Contract Admin Date: 8 131 17

(Name and Title)

Revised 2015-Dec-15

#### DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov

# Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

#### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

#### B. PROCEDURES

- The successful bidder will be required to report to the LFUCG, the dollar amounts of all
  payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for
  work done or materials purchased for this contract. (See Subcontractor Monthly Payment
  Report)
- 2) Replacement of a Minority-Owne, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses
  not rejecting them as unqualified without sound reasons based on a thorough investigation
  of their capabilities. Any rejection should be so noted in writing with a description as to
  why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or

bonding to satisfy the work requirements of the bid proposal.

- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



#### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

"A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a

# listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Тугопе Туга	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirie Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcom	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



#### LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference #	112 2017	Daries	Relieve	Army
Bid/RFP/Quote Reference #	110-2011	Police	LATION	THING

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cuase rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
2.				
3.				
4.		,		

The undersigned company representative submits the abo	ve list of MWDBE firms to be used in accomplishing the work
contained in this Bid/RFP/Quote. Any misrepresentation	n may result in the termination of the contract and/or be
subject to applicable Federal and State laws concerning fal	se statements and false claims.
CTOMS, LUC	R. M
Company	Company Representative
8/28/17	CFO
Date	Title



#### LFUCG MWDBE SUBSTITUTION FORM

## Bid/RFP/Quote Reference # 113-2017 Police Ballistic Armor

The substituted MWDBE and or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED	MWDBE Formally	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the	% Value of Total Contract
MWDBE Company Name, Address, Phone,	Contracted/Name, Address, Phone,	Penormea	Substitution	Work	Contract
Email	Email			WURK	
	Eman				
1.					
None					
1001-C					
2.					
3.					
4.					
••					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Galls, LLC	
Company	Company Representative
2 28 17	CFO
Date	Title



### MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quo	te Referenc	ce #113-	2017	Police P	Callistic Ar	mor		
The undersigne submit a quote		-	-					lid
Company Name				Contact Per	son			
Galls, LLC	\ -			Emily	Love			
Address/Phone/ 1340 Russe 959-266- love-emily	<mark>/Email</mark> II Cove Ro 1227 ext 29115.00	1. Lexington -2162	KY 4005		e / Bid Date	17		
1	J -			1				
MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Vetera
None								
•						-		+
	_							
								-
						_		
NA= Native The undersign	American)  ned acknowled  or be subject	dges that all in	formation is	accurate. Any tate laws cond	misrepresentation false statements for the pany Representation (FO)	n may result in ter nents and claims.		
Date	•		•	Title			_	



#### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quot	re#						74/0			
Total Contract	•	ded to Prime	Contra	ctor	for this Pro	oject				
Project Name/ Contract #					ork Period/	From:		To:		
Company Name:	<b>:</b>			Ad	ldress:					
Federal Tax ID:				Co	ontact Person	1:				
Subcontractor	Description	Total	% of		Total	Purchase	Scheduled	Scheduled		
Vendor ID (name, address, phone, email	Vendor ID of Work Subcontract I Amount C Amount to feet to feet the subcontract I Amount to feet the subcontract I Amount to feet the subcontract I Amount I I I I I I I I I I I I I I I I I I I		Total Contract Awarded to Prime for this Project		Amount Paid for this Period	Order number for subcontractor work (please attach PO)	Project Start Date	Project End Date		
By the signature be of the representate and/or prosecution Galls, UC Company	ions set forth b n under applicab	pelow is true.	Any mis: State laws	cor	esentations m	statements and f	termination of			
1 28 1 Date	1			 Title	<u>CPD</u> e					

#### LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_\_\_\_\_\_\_(13...人) [

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.
Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses firms to participate.
Included documentation of advertising in the above publications with the bidders good faith efforts package
Attended LFUCG Central Purchasing Economic Inclusion Outreach event
Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of heir capabilities. Any rejection should be so noted in writing with a description as to why an

ag	greement could not be reached.	
uı	eteran-Owned businesses which we	quotations received from interested MWDBE firms and re not used due to uncompetitive pricing or were rejected as ses from firms indicating that they would not be submitting
fo bı	he fact that the bidder has the abili- proces will not be considered a sour	easons why the quotations were considered unacceptable ty and/or desire to perform the contract work with its own and reason for rejecting a MWDBE and/or Veteran-Owner covision shall be construed to require the bidder to accept MWDBE and Veteran goals.
		tance to or refer interested MWDBE firms and Veteran- cessary equipment, supplies, materials, insurance and/or nts of the bid proposal
be	Made efforts to expand the seyond the usual geographic boundari	search for MWBE firms and Veteran-Owned businesses es.
m		t the bidder submits which may show that the bidder has include MWDBE and Veteran participation.
re	jection of bid. Bidders may inc quirement which is subject to app	documentation requested in this section may be cause for slude any other documentation deemed relevant to this roval by the MBE Liaison. Documentation of Good Faith I, if the participation Goal is not met.
	nd/or be subject to applicable Federal	and State laws concerning false statements and claims.
8 28 11 Date	1	CFO Title



### Lexington-Fayette Urban County Government Division of Police Bid #113-2017 Police Ballistic Armor

The Lexington-Fayette Urban County Government is accepting bids to establish a price contract for Police Ballistic Armor for the Division of Police, 1795 Old Frankfort Pike, Lexington, Kentucky, 40504, as per the following specifications:

#### Lexington Police Department Ballistic Armor & Service Bid Specs

Lexington Police Department is seeking a vendor to provide a comprehensive body armor program. The program is broken down into four categories.

- 1) Ballistic Armor Specifications
  - a. Point Blank AX2 with Extra Hi Lite Carrier
  - b. Point Blank 5 by 8 Speed Plate
  - c. Extra Hi Lite Carrier
- 2) Local Storefront
- 3) Body Armor Tracking Online System
- 4) Local Representation

#### **Armor Specifications**

Line 1: Point Blank AX2 with two Hi Lite Carriers

NIJ Certification

AXII satisfies the requirements of NIJ-Standard-0101.06 Level II and the Compliance Testing Program.

AXII weight is 0.63 pounds per square foot. Thickness is 0.18 inches.

NIJ Compliance Test Data - Protection Level Specifications

Threat 1 - Low Caliber

Model No.	Cert Size (C1-C5)	Ne 9mm (fps/n	V50			New 9mm BFS (mm/in)		Conditioned 9mm BFS (mm/in)		Certification Date	Berry (Yes/No)
AXII	C1	1794	547	1659	506	31.62	1.24	30.85	1.21	01/10/2014	Y
	C5					30.93	1.22	26.53	1.04	01110/2011	

#### Threat 2 - High Caliber

Model No.	Cert Size (C1-C5)	Ne 357Ma (fps/r	g V50			New 357Mag BFS (mm/in)		Conditioned 357Mag BFS (mm/in)		Certification Date	Berry (Yes/No)
ARII	C1	1761	537	1565	477	36.47	1.44	36.00	1.42	01/10/2014	Y
	C5					31.20	1.23	29.85	1.18	0 III 10.20 V I	

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

Model No.	FBI Compliant	HOSDB Compliant	.357 Sig 125gr. GDHP (clay)	9mm +P+, 127gr. SXT (clay)	9mm Speer +P 124gr. GDHP (clay)	2gr. RCC	4gr. RCC	16gr. RCC	64 gr. RCC
AXII	Yes	Yes	1799	1636	1654	2572	2355	2007	1739

#### **Ballistic Panel Materials**

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene Dyneema® Force Multiplier Technology fabrics. No other ballistic material shall be used.

#### **Ballistic Panel Cover Material**

Each ballistic panel shall be covered in 100% weldable Nylon 210D 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**

AXII has been tested in accordance with the FBI Body Armor Test Protocol requirements at a NIJ independent ballistic laboratory. The threats used for this ballistic resistance test were:

- 9-mm NATO, 124-grain full metal jacketed (FMJ) projectiles
- 9-mm, 127-grain supreme expansion technology (SXT) projectiles
- .40-cal., 165-grain S&W speer gold dot hollow point (GDHP) projectiles
- .45-cal. Auto, 230-grain brass-jacketed hollow point (BJHP) projectiles
- 9-mm, 147-grain jacketed hollow point (JHP) projectiles

AXII has also been tested in accordance with HOSDB Body Armour Standards for UK Police at an independent ballistic laboratory. The threats used for this ballistic resistance test were:

- 9-mm, 124-grain full metal jacketed (FMJ) projectiles
- .357 Magnum, 158-grain jacketed soft point (JSP) projectiles
- 9-mm Luger +P, 124-grain speer gold dot hollow point (GDHP) projectiles

Projectiles were fired from a universal receiver which was fitted with the appropriate barrel and fastened on an approved mount; unless noted as a contact shot in which projectiles were fired from the appropriate hand gun. All testing was conducted in accordance with NIJ and HOSDB Standards at NTS Wichita.

Line 2: Point Blank 5\*8 speed plate

	Point Blank Enterprises Inc. (ISO 9001)
Product Application Protection Type/Level	Conceal Body Armor, External Carriers and Uniform Carrier Special Threat (Rifle)
Special Threat Testing	.357 Sig, 115-grain JHP .357 Sig, 125-grain GDHP 5.7mm x 28mm, 27-grain, SS195 LFHP 5.7mm x 28mm, 40-grain Hornady V-Max Blue Tip 7.62mm x 25mm, 85-grain Romanian 7.62mm x 25mm, 85-grain Norcinco 7.62mm x 25mm, 85-grain S&B 9mm, 127-grain SXT 9mm, 115-grain FMJ .30-Cal., 110-grain FMJ .40-Cal., 95-grain S&W HP 12-Gauge, 1 oz. Rifled Slug Winchester
Configuration Thickness	Stand-Alone 0.35" ± 0.125"
Size, Shape, and Weight Type of Material	See data on Page 2 Polyethylene and Ceramic (with Polyurea protective cover)

#### Line 3: Extra Hi Lite Carrier

#### 1. Unique System Features

- 1.1. Patented Self-Suspending Ballistic System (SSBS) prevents ballistic panels from rolling and sagging inside the carrier
- 1.2. Lightweight design naturally flexes to the contours of your body for exceptional maneuverability
- 1.3. Split shoulders to allow easy access to the Self Suspending Ballistic System and to reduce rubbing against the neck
- 1.4. Dry Run® moisture management system with environmentally safe A.M.Y.® antimicrobial yarns
- 1.5. Ergonomically designed tails for a tailored fit and appearance with minimal visibility (tail/no tail options)

#### 2. Base System Features

- 2.1. Carrier exterior fabric: Microfiber (Durable Water Repellent)
- 2.2. Carrier exterior color options: Navy Blue (BEB), Black (BKA), Tan (TNA), and White (WHA)
- 2.3. Carrier interior fabric: Dri-Lex® Bandelero
- 2.4. Carrier interior color is the same as the exterior color, except for the following colors:
  - 2.4.1. Navy Blue with Black (BKA) interior
  - 2.4.2. Tan with White (WHA) interior
- 2.5. Heat Transfer Logo wording "Point Blank"
- 2.6. Trauma insert pockets accommodate the following Speed and Soft Trauma Plate sizes:
  - 2.6.1. 5" x 8"
  - 2.6.2. 6" x 8"
  - 2.6.3. 7" x 9"
  - 2.6.4. 8" x 10"
- 2.7. One 5" x 8" trauma plate (option of soft or steel)
- 2.8. Two 2" x 7" Breath-O-Prene® shoulder straps
- 2.9. Four 2" x 12" elastic side straps
- 2.10. Removable Cummerbund: 4" x 19" for sizes up to 48 and 4" x 27" for sizes 50 and up
- 2.11. Internal zipper closure (hidden zipper slide)
- 2.12. VELCRO® Brand Fastener (low profile) used for the side strap attachment points
- 2.13. Adjustable side straps offer 8-point adjustability

#### 3. Optional System Features

- 3.1. Concealable kit: Two carriers, one ballistic (front and back), and one soft trauma plate
- 3.2. Concealable complete set: One carrier, one ballistic (front and back), and one soft trauma plate
- 3.3. Additional Microfiber Carrier
- 3.4. Blade Plates and Trauma Insert Plates
- 3.5. 2" x 12" Removable Side Straps
- 3.6. Elastic Removable Cummerbund

- 3.7. R20-D Accessory Carrier as a tactical option for the concealable ballistics
- 3.8. Tail/No Tail
- 3.9. Optional ThorShield™

#### 4. Ballistic System Performance

- 4.1. Protection level options: NIJ-Standard-0101.06 Level IIA, II, and IIIA
- 4.2. Available in NIJ-Standard-0115.0 certified spike protection package with protection level S-PL3
- 4.3. For more details refer to the ballistic specifications

#### 5. Manufacturing Standards

All manufacturing processes follow the American Standards for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring. Every product is subjected to strict quality standards beginning with close inspections of fabric and other raw material when they are received. In-process quality monitoring continues as fabric and trim items are cut and manufactured into finished goods. A final inspection of each product insures full compliance with standards and a quality product for the customer.

ASTM D-204 - Sewing Threads

ASTM D-6193 - Standard Practice for Stitches & Seam

ASTM D-1777 - Standard Method for Testing Thickness of Textile Materials

ASTM D-3776 - Mass per Unit Area (Weight) of Woven Fabric ANSI/ISO/ASQ Q9001-2000 Certification

#### 6. Quality Management System

Point Blank Body Armor was successful in securing registration to ISO9001:2008 Standards in 2009. The Quality Management System developed to support this international quality standard embraces the concept of "continuous improvement" and a closed loop set of checks and balances on key product characteristics and key company performance measurements. Data is gathered on a "real time" basis and is analyzed routinely to ensure that the manufacturing processes are achieving the desired results. Products are analyzed throughout the processes to ensure the required product design performance required is achieved. The most current and innovative techniques and equipment are utilized in each of the analysis methods. All measurement devices are in a calibration system that is traceable to the National Institute of Testing and Standards to ensure the accuracy of the data. Point Blank Body Armor works tirelessly to ensure that a world-class product is provided.

#### 7. Sizes

Available in sizes 28 through 72 (even numbers) with nine different lengths for the front and nine for the back.

The length availability varies with size:

28-42: S2, S1, R, L1, L2, L3, L4, and L5

44-72: S3, S2, S1, R, L1, L2, L3, L4, an

#### 8. Ballistic Labeling

- 8.1. Label material will withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.
- 8.2. All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ-Standard-0101.06.
- 8.3. Serial number assignments and marking of all ballistic components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The ballistic panel labeling shall include, but not be limited to the following:

Name of Manufacturer

Level of Protection

NIJ-0101.06

Date of Manufacture

Date of Issue

Size

Serial Number

Model of Vest

Manufacture Location

Care Instructions

Warranty Period

#### 9. Carrier Labeling

- 9.1. Label material will withstand normal wear and cleaning
- 9.2. The label will remain readable during the entire warranted life of the carrier
- 9.3. The label shall include, but not limited to the following:

Name of Manufacturer

Type of Fabric

Carrier Name

Carrier Model

Size

Care Instructions

Protection Warning

#### **Local Storefront**

The selected vendor must have a retail store front located within Fayette County Kentucky. The store front must be open Monday – Friday during normal business hours.

#### **Ballistic Vest Tracking**

Vendor must provide a web based inventory management system to manage body armor expiration dates specifically for Lexington Police. The minimum specifications are listed to meet the system requirements.

#### Presentations will be required to present your inventory management system

- Customer management of inventory
  - O The inventory management tool also allows Administrators to issue items to individuals, track those issues, and track return status of items. This gives administrators a convenient place to create a history for all users and what items they may have in their possession.
    - Serial Number/Expiration Tracking
      - Allows administrators to input the number of serial numbers to capture on an item and expiration in months
      - Users and administrators receive automatic notifications in advance of expiration dates
      - System is adaptable with standard UPC scanners and signature pads for quicker serial number entry and item issuing
      - Ability to load historical data to track expirations
    - Agency Issues
      - Issue items to individuals, capture signature upon receipt by individual
      - Can return items from individuals and designate if "damaged" or "reusable" with "reusable" returns auto-loading back in to the Inv. Mgmt. tool
      - Reporting available on this feature
        - Reports generated can filter expirations by Day, Month, Year or by individual.
    - Customer Support/Training
      - Vendor shall have customer support for software and provide training to the end users.

#### Local Representation

The selected vendor must have at a minimum 1 outside representative and 1 account representative to service the account and assist with sizing.



### Lexington-Fayette Urban County Government Division of Police Bid #113-2017 Police Ballistic Armor

#### **Pricing**

Description	Price Each
Ballistic Vest (Includes 2 Carriers)	\$ 629.00
Extra Carrier (Replacement Carrier)	\$ 115.00
Speed Plate	\$ 115.00
Ballistic Armor Complete Set Vest, Speed Plate)	\$ 744.00
(3 Carriers Vest, Speed Plate)	\$ 859.00
Description	Lump Sum Price
Body Armor Tracking Online System	\$ (0*)

<sup>\*</sup>If awarded Ballistic vest Contract

Pricing Revision 08/29/2017

# RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION Bid #113-2017 Police Ballistic Armor

#### INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

#### FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall demonstrate the ability to assure compliance with these provisions prior to final acceptance of its bid and the commencement of any work or the provision of any goods.

#### **INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW OR THE INDEMNITY REQUIREMENTS, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

#### Required Insurance Coverage

Unless LFUCG deems that one or more of the below coverages are not necessary, the Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

Coverage	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single limit, \$1 million per occurrence
Employer's Liability Worker's Compensation	\$500,000 Statutory
Umbrella Policy/Excess Coverage (to cover all of the above)	\$2 million per occurrence/aggregate

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG and shall include the following types of coverages:
  - 1. Products and Completed Operations coverage and Premises and Operations coverage.
  - 2. Products Liability (minimum amount of \$5 million) which can be provided by the manufacturer.
- c. The Umbrella Policy shall provide the same coverage as the primary policies.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

#### Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

Vendor understands and agrees that the failure to comply with any of these risk management provisions shall constitute a default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the contract or work.

00583746

MAYOR JIM GRAY



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #1**

Bid Number: <u>113-2017</u>	Date: August 29, 2017
Subject: Police Ballistic Armor	
Please address inquiries to:	Conni Hayes, Buyer (859) 258-3320

#### TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid:

1) Attached, please find a revised pricing sheet. Please use this pricing sheet in lieu of the one in the bid package.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

ADDRESS: 1340 RUSSELL (ave Rd. Lexington, Ky 40505)
SIGNATURE OF BIDDER: R. M.





September 5, 2017

Division of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3320

Re: ITB #113-2017 Police Ballistic Armor- MWDBE Good Faith Effort

To Whom it May Concern:

Galls, LLC ("Galls") made a good faith effort to meet the 10% MWDBE participation goal in the bid. Those efforts are documented below:

Galls recognized that a portion of the work – namely sizing of vests – could be subcontracted to MWDBE and/or veteran owned firms (Section E(2)(k) of MWDBE Participation Goals).

Galls requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG (Section E(2)(f)). Based on that list, Galls reached out to the following subcontractors: People Plus, Inc. Temporary Employment and Crown Services, Inc. (Section E(2)(i)) and provided each with adequate and timely information about the plans, specifications and requirements of the contract (Section E(2)(j)).

In negotiating with these parties (Section E(2)(1)), we reached the following results:

## People Plus Inc. Temporary Employment

We spoke with Amanda Huddleston about staffing and she indicated they no longer qualify as an MWDBE due to a change in ownership. Galls therefore, discontinued any consideration based on their failure to qualify as an MWDBE.

### Crown Services, Inc.

We spoke with Free Willoughby about staffing for the vest sizing portion of the contract. Ms. Willoughby indicated that she could provide staffing, however due to the intermittent and inconsistent nature of sizing needs for the contract, lead times to provide employees could be lengthy. Based on the service expectations of the contract and Galls' dedication to being timely and responsive to the Customer's needs, Galls determined that it was not in the parties' best interest to utilize their services.

Galls reviewed the list of other MWDBE's and concluded that they did not serve a relative business function to the contract (Section E(2)(q)).

Please direct all questions to Patrick Sutton 859-433-7142 or Emily Love 859-266-7227, ext.- 2162.

Thank you,

Tiffany Brewer Manager, Contract Administration Galls, LLC



# ITB #113-2017 Police Ballistic Armor Lexington-Fayette Urban County Government Galls, LLC

Galls, LLC ("Galls") is the largest distributor of public safety equipment in the industry. We currently stock over 65 million dollars in inventory, represent over 1600 manufactures and maintain 4500 customer specific websites. Galls strives to become a partner to our customers by offering process efficiencies and expedient turnaround that ultimately save time and money beyond the price of the goods. We hope you choose Galls as your ballistic vest provider and guarantee the experience will exceed your expectations.

As required in the bid, we have outlined our response to the required information requested.

### **Product Specifications**

Galls will bid the exact specifications required by Lexington Police. We will not substitute or offer any alternatives to the specifications listed in the bid.

### **Local Storefront**

Galls is headquartered and operates a retail branch in Lexington Kentucky. The local storefront is open during the hours outlined in the bid requirements.

Galls Headquarters 1340 Russell Cave Rd Lexington KY 40505

Galls Retail Showroom 1300 Russell Cave Rd Lexington KY 40505

### Representation

Galls will provide Lexington Police multiple contacts to manage the contract including an outside sales representative, a strategic account manager, and retail store front manager. Below are the key company contacts that will manage your contract.

Emily Love
Strategic Account Manager
Love-emily@galls.com
1800 876 4242 X 2162

Robert Schneider Regional Account Executive Schneider-robert@galls.com 859 629 8304

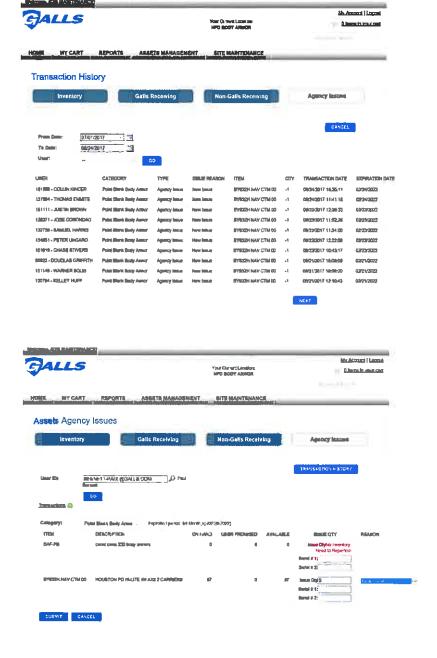
Lynn Manley Retail Store Manager Manley-lynn@galls.com 859 266 7227 X2308



# ITB #113-2017 Police Ballistic Armor Lexington-Fayette Urban County Government Galls, LLC

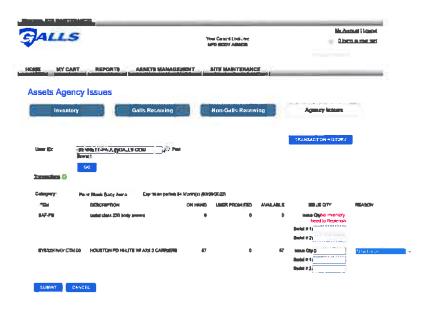
### **Body Armor Tracking System**

Our body armor tracking system provides a number of options that will make managing officers vest more efficient. You will have the ability to manage armor expiration dates, users and administrators will be notified prior to their vest expiring, and transaction reports may be easily ran for expiring vest. Below are a few examples of a current armor tracking system utilized by one of our customers.





# ITB #113-2017 Police Ballistic Armor Lexington-Fayette Urban County Government Galls, LLC



User Name	Category	Type	Isoue Reason	Rem Giv	Transaction Dela	Expiration Date	SERIAL #1	SERIAL #2
103879 - RICHARD NIETO	Point Blank Body Amour	Agenycy boson	New Issue	BY832H (-1	07/24/2017	01/24/2022	170000164759	17000016475
85854 JEFF ROEDER	Point Blank Body Armon	Agency Issue	New Items	BY832H (-1	Q7/21/2017	01/21/2022	170000168338	17000016833
113975 - JOHANNA ABAD	Point Blank Body Armor	Agrency Issue	New Issue	BY832H (-1	07/20/2017	01/20/2022	1700001713967	17000017995
123930 - ADAM BOCK	Point Blank Body Annor	Agroncy Issue	New last.m	BA6254 (-1	Q7/20/2017	Q1/20/2022	1,70000184820	17000016481
82334 - DEBRA MAURA	Point Blank Body Armor	Agusty blace	Name Internal	EV632H (-1	07/20/2017	01/20/2022	170000179051	17000017990
87019 - TANGLIA HICHOLS	Point Blank Body Armor	Agency basis	New Employee	BY832H (-1	07/20/2017	91/20/2022	170000160834	17000015083
130581 - EZEQUIEL GUTTERRE	Point Disn't Body Armor	Agentary lesson	Many Issues	BY832H (-1	07/20/2017	01/20/2022	170000164796	17000018478
136397 - DANIEL QUINTUS	Polol Blank Body Armor	Agency from	Name Income	BY832H -1	07/20/2017	01/20/2022	170000168278	1700001887
111048 - KURT DANSON	Point Blank Body Armor	Agency Issue	Pierr Install	BY832H - 1	07/20/2017	01/20/2022	170000188442	1700001684
87880 - DARRYLL DARESH	Point Client Body Armor	Agentry issue	Nour lesse	DY632H -1	07/20/2017	01/20/2022	*(70000168284	1700001682
129155 - ROBERT RUSKI	Potal Blank Body Armor	Agency beam	Miner Issuer	DYBARN - I	07/19/2017	01/19/2022	170000150842	1700001508
130619 - SHANE HARVEY	Point Black Body Armer	Agency Incom	Harr Issue	BY83251 (-1	07/19/2017	01/19/2023	7170000164618	1700001848
151594 - NICHOLASI KANG	Point Blank Body Armor	Agency leave	New Leaus	EYB32H (-1	07/19/2017	01/19/2022	170000164838	1700001648
134EZE - ANA HERMANDEZ	Point Blank Body Aroson	Agency Issue	Nav Issue	BYBSSH (-1	07/19/2017	01/19/2022	170000170025	1700001790
138697 - TONY VILLA	Point Black Body Armor	Agency Issue	New Issue	BYRGEH (-1	07/19/2017	01/19/2022	170000164832	1700001548
132011 - KEOLA MAN	Point Blank Body Armor	Agency lunus	Non Issue	BY832H (-1	07/18/2017	01/19/2022	7170000168318	1700001693
087298 - HECTOR GONZALES	Point Black Body Arross	Agency female	New Expus	BYESSE! 1.1	07/19/2017	01/11/2022	170000158358	170001633
151603 - ROBERT MESCH	Point Blank Body Amour	Agency leases	New Issue	BYEL1204 (-1	07/19/2017	01/19/2022	170000164796	1700001647
98518 - STEVEN ROWAN	Point Blank Body Armor		New fema	EY832H (-1	07/19/2017	01/19/2022	7170000168470	170000 (684)
SEZEZ - MARK TEMPLE	Point Blank Body Amour		How tenun	BYB32H C1	07/19/2017	01/19/2022	170000168268	1700001002
86995 - LARRY VASQUEZ	Point Blank Body Amoor	Agency leases	l-lieur licentum	EY632H (-1	97/19/2017	01/19/2022	170000164812	1700001648
134847 - JUAN RINCON	Point Blank Bony Amour	Agency leater	Nove function	EY632H (-1	07/19/2017	01/19/2022	170000164828	1700001646
93586 JUAN VERGIL	Point Blank Body Arras	Agency Issues	Navi Issue	ETY83284 (-1	07/19/2017	91/19/2022	170000164655	1700001645
130004 - MAURICIO VACLE	Point Blank Staly Amour		Name Inches	EYE32H -1	07/19/2017	01/19/2022	170000168386	1700001683



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2016

9/30/2017

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

this certificate does not confer rights to	the cert	ificate holder in lieu of s	uch endorsement(	s).	rodana an encoracinen	IL A 51	itement on
PRODUCER Lockton Companies			CONTACT NAME:				
195 Scort Swamp Road, Suite 201	I		PHONE (A/C, No. Ext):		FAX		
Farmington CT 06032			E-MAIL ADDRESS:		(A/C, No):		
860-678-4000					<del></del>		
					RDING COVERAGE	-	NAIC#
INSURED CANALAGE			INSURER A : LIDEIT	Minimai Fili	E Insurance Company		23035
1245000 Galls, LLC			INSURER B : Libert	<u>v Insurance</u>	<u>Corporation</u>		42404
1340 Russell Cave Road Lexington KY 40505			INSURER C : Chubb	Custom Ir	surance Company		38989
Lexingion K.1 40303			INSURER D : Naviga	itors Special	ty Insurance Company	'	36056
			INSURER E :				
			INSURER F :			- 1	
		NUMBER: 1146987	4		REVISION NUMBER:	XXX	XXXXX
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2017

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(les) 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 License # 0C36861	CONTACT Christopher Donovan	_				
New York-Alliant Ins Svc Inc 320 West 57th St	PHONE [FAX (A/C, No, Ext): (A/C, No):					
New York, NY 10019	E-MAIL ADDRESS: CDonovan@alliant.com					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A: Hartford Fire Insurance Company					
INSURED	INSURER B : Hartford Insurance Group					
Point Blank Enterpirses, Inc	INSURER C : Great American Insurance Company					
2102 SW 2nd St	INSURER D: Bridgefield Employers Insurance Company					
Pompano Beach, FL 33069	INSURER E :					
	INSURER F :					
COVERAGES CERTIFICATE NUMBER.	DEVISION NUMBER					

	2102 SW 2nd St				INSURER D : Bridget	ield Emplo	yers <b>insurance</b> Compa	any	10701
	Pompano Beach, FL 33069				INSURER E :				
					INSURER F :				
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	WORKERS COMPENSATION 10,000	_					X PER OTH-	3	20,000,000
c	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			WC479988401	10/31/2016	10/31/2017		s	1,000,000
١	OFFICER/MEMBER EXCLUDED?	N/A		110413380401	10/01/2010	10,011,011			1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE		1,000,000
_		_		83054866	10/31/2016	10/31/2017		S	1,000,000
D	Workers Compensation			03034000	10/3 1/20 16	10/31/2017	EL		1,000,000
DEC	COUNTY OF COREATIONS II OCA FIGURE INFELIO	EC /	CORE	101 Additional Pamada Cabada	In man be attached if man	e ensee le mande			
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	CURL	J 101, Addrional Remarks Schedu	ie, may be attached if moi	a abaca ia tadnii	ea)		
CE	RTIFICATE HOLDER				CANCELLATION	_			
	Galls, LLC 340 Russell Cave Road Lexington, KY 40505					N DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.		
					AUTHORIZED REPRESE	NTATIVE			
	1				An Jun_				















**Product Specification Form** 

# AX-SERIES BALLISTIC SYSTEM LEVEL II MALE AXII

Revision: 11/28/2016

441023

## **NIJ Certification**

AXII satisfies the requirements of NIJ-Standard-0101.06 Level II and the Compliance Testing Program. AXII weight is 0.63 pounds per square foot. Thickness is 0.18 inches.

## NIJ Compliance Test Data - Protection Level Specifications

### Threat 1 - Low Caliber

Model No.	Cert Size (C1-C5)	Ne 9mm (fps/n	V50	9mn	Conditioned 9mm V50 (fps/mps)		New 9mm BFS (mm/in)		9mm BFS		9mm BFS		tioned BFS n/in)	Certification Date	Berry (Yes/No)
	C1	4704	E 47	4050		E47 4650	4650 500	31.62	1.24	30.85	1.21	04/40/0044	V		
AXII	C5	1794	547	1009	1659 506		1.22	26.53	1.04	01/10/2014	1				

## Threat 2 - High Caliber

Model No.	Cert Size (C1-C5)	Ne 357Ma (fps/r	g V50	357M	Conditioned 357Mag V50 (fps/mps) New 357Mag BFS (mm/in)		357Mag BFS 357Mag BFS			Certification Date	Berry (Yes/No)	
AVII	C1	4764	527	4505	7 1565	477	36.47	1.44	36.00	1.42	04/40/2044	v
IIXA	C5	1761	537	1565	477	31.20	1.23	29.85	1.18	01/10/2014	Ť	

## Special Threat Test Summary Results (V50)

Model No.	FBI Compliant	HOSDB Compliant	.357 Sig 125gr. GDHP (clay)	9mm +P+, 127gr. SXT (clay)	9mm Speer +P 124gr. GDHP (clay)	2gr. RCC	4gr. RCC	16gr. RCC	64 gr. RCC
E # 1	Yes	Yes	1799	1636	1654	2572	2355	2007	1739

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Product Specification Form

# AX-SERIES BALLISTIC SYSTEM LEVEL II MALE AXII

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#### **Ballistic Panel Materials**

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene Dyneema® Force Multiplier Technology fabrics. No other ballistic material shall be used.

### **Ballistic Panel Cover Material**

Each ballistic panel shall be covered in 100% weldable Nylon 210D 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**

AXII has been tested in accordance with the FBI Body Armor Test Protocol requirements at a NIJ independent ballistic laboratory. The threats used for this ballistic resistance test were:

- 9-mm NATO, 124-grain full metal jacketed (FMJ) projectiles
- 9-mm, 127-grain supreme expansion technology (SXT) projectiles
- .40-cal., 165-grain S&W speer gold dot hollow point (GDHP) projectiles
- .45-cal. Auto, 230-grain brass-jacketed hollow point (BJHP) projectiles
- 9-mm, 147-grain jacketed hollow point (JHP) projectiles

AXII has also been tested in accordance with HOSDB Body Armour Standards for UK Police at an independent ballistic laboratory. The threats used for this ballistic resistance test were:

- 9-mm, 124-grain full metal jacketed (FMJ) projectiles
- .357 Magnum, 158-grain jacketed soft point (JSP) projectiles
- 9-mm Luger +P, 124-grain speer gold dot hollow point (GDHP) projectiles

Projectiles were fired from a universal receiver which was fitted with the appropriate barrel and fastened on an approved mount; unless noted as a contact shot in which projectiles were fired from the















# Research and Development Product Specification Form

# AX-SERIES BALLISTIC SYSTEM LEVEL II MALE AXII

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appropriate hand gun. All testing was conducted in accordance with NIJ and HOSDB Standards at NTS Wichita.

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

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# Research and Development Product Specifications

# **SPEED PLATE**

**PLATE SERIES** 

441038

Poi	int Blank Enterprises Inc. (ISO 9001)
Product Application	Conceal Body Armor, External Carriers and Uniform Carrier
Protection Type/Level	Special Threat (Rifle)
Special Threat Testing	.357 Sig, 115-grain JHP .357 Sig, 125-grain GDHP 5.7mm x 28mm, 27-grain, SS195 LFHP 5.7mm x 28mm, 40-grain Hornady V-Max Blue Tip 7.62mm x 25mm, 85-grain Romanian 7.62mm x 25mm, 85-grain Norcinco 7.62mm x 25mm, 85-grain S&B 9mm, 127-grain SXT 9mm, 115-grain FMJ .30-Cal., 110-grain FMJ .40-Cal., 95-grain S&W HP 12-Gauge, 1 oz. Rifled Slug Winchester
Configuration	Stand-Alone
Thickness	$0.35" \pm 0.125"$
Size, Shape, and Weight	See data on Page 2
Type of Material	Polyethylene and Ceramic (with Polyurea protective cover)







Shooter's Cut/SAPI















**Product Specifications** 

# **SPEED PLATE**

PLATE SERIES

441038

	I	PRODUCT I	<b>ESCRIPTION</b>		
PART NUMBER	SIZE	SHAPE	CURVATURE	WEIGHT	TESTING
10024-5X7	Female 5" X 7"	SAPI/ESAPI	Multi-Curve	0.39 lbs.	Independent
10024-6X8	Female 6" X 8"	SAPI/ESAPI	Multi-Curve	0.52 lbs.	Independent
10025-5X7	5" X 7"	SAPI/ESAPI	Multi-Curve	0.39 lbs.	Independent
10025-5X8	5" X 8"	SAPI/ESAPI	Multi-Curve	0.41 lbs.	Independent
10025-6X8	6" X 8"	SAPI/ESAPI	Multi-Curve	0.41 lbs.	Independent
10025-7X9	7" X 9"	SAPI/ESAPI	Multi-Curve	0.52 lbs.	Independent
10025-7X10	7" X 10"	SAPI/ESAPI	Multi-Curve	0.60 lbs.	Independent
10025-8X10	8" X 10"	SAPI/ESAPI	Multi-Curve	0.69 lbs.	Independent
10025-10X12	10" X 12"	SAPI/ESAPI	Multi-Curve	0.91 lbs.	Independent

- 1. All size dimensions are  $\pm 0.375$ "
- 2. All weights are  $\pm$  4% or .50 lbs., whichever is greater



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 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















**Carrier Specifications** 

## Hi-Lite<sup>TM</sup> Concealable Male Carrier

Revision: 9/13/2016

441033

## 1. Unique System Features

- 1.1. Patented Self-Suspending Ballistic System (SSBS) prevents ballistic panels from rolling and sagging inside the carrier
- 1.2. Lightweight design naturally flexes to the contours of your body for exceptional maneuverability
- 1.3. Split shoulders to allow easy access to the Self Suspending Ballistic System and to reduce rubbing against the neck
- 1.4. Dry Run® moisture management system with environmentally safe A.M.Y.® anti-microbial yarns
- 1.5. Ergonomically designed tails for a tailored fit and appearance with minimal visibility (tail/no tail options)

## 2. Base System Features

- 2.1. Carrier exterior fabric: Microfiber (Durable Water Repellent)
- 2.2. Carrier exterior color options: Navy Blue (BEB), Black (BKA), Tan (TNA), and White (WHA)
- 2.3. Carrier interior fabric: Dri-Lex® Bandelero
- 2.4. Carrier interior color is the same as the exterior color, except for the following colors:
  - 2.4.1. Navy Blue with Black (BKA) interior
  - 2.4.2. Tan with White (WHA) interior
- 2.5. Heat Transfer Logo wording "Point Blank"
- 2.6. Trauma insert pockets accommodate the following Speed and Soft Trauma Plate sizes:
  - 2.6.1. 5" x 8"
  - 2.6.2. 6" x 8"
  - 2.6.3. 7" x 9"
  - 2.6.4. 8" x 10"
- 2.7. One 5" x 8" trauma plate (option of soft or steel)
- 2.8. Two 2" x 7" Breath-O-Prene® shoulder straps
- 2.9. Four 2" x 12" elastic side straps
- 2.10. Removable Cummerbund: 4" x 19" for sizes up to 48 and 4" x 27" for sizes 50 and up
- 2.11. Internal zipper closure (hidden zipper slide)
- 2.12. VELCRO® Brand Fastener (low profile) used for the side strap attachment points
- 2.13. Adjustable side straps offer 8-point adjustability

### 3. Optional System Features

- 3.1. Concealable kit: Two carriers, one ballistic (front and back), and one soft trauma plate
- 3.2. Concealable complete set: One carrier, one ballistic (front and back), and one soft trauma plate
- 3.3. Additional Microfiber Carrier
- 3.4. Blade Plates and Trauma Insert Plates
- 3.5. 2" x 12" Removable Side Straps
- 3.6. Elastic Removable Cummerbund
- 3.7. R20-D Accessory Carrier as a tactical option for the concealable ballistics
- 3.8. Tail/No Tail
- 3.9. Optional ThorShield™

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**Carrier Specifications** 

# Hi-Lite<sup>TM</sup> Concealable Male Carrier

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## 4. Ballistic System Performance

- 4.1. Protection level options: NIJ-Standard-0101.06 Level IIA, II, and IIIA
- 4.2. Available in NIJ-Standard-0115.0 certified spike protection package with protection level S-PL3
- 4.3. For more details refer to the ballistic specifications

## 5. Manufacturing Standards

All manufacturing processes follow the American Standards for Testing and Materials (ASTM) listed below as they apply to textile manufacturing and measuring. Every product is subjected to strict quality standards beginning with close inspections of fabric and other raw material when they are received. In-process quality monitoring continues as fabric and trim items are cut and manufactured into finished goods. A final inspection of each product insures full compliance with standards and a quality product for the customer.

ASTM D-204 - Sewing Threads

ASTM D-6193 - Standard Practice for Stitches & Seam

ASTM D-1777 - Standard Method for Testing Thickness of Textile Materials

ASTM D-3776 - Mass per Unit Area (Weight) of Woven Fabric

ANSI/ISO/ASQ Q9001-2000 Certification

## 6. Quality Management System

Point Blank Body Armor was successful in securing registration to ISO9001:2008 Standards in 2009. The Quality Management System developed to support this international quality standard embraces the concept of "continuous improvement" and a closed loop set of checks and balances on key product characteristics and key company performance measurements. Data is gathered on a "real time" basis and is analyzed routinely to ensure that the manufacturing processes are achieving the desired results. Products are analyzed throughout the processes to ensure the required product design performance required is achieved. The most current and innovative techniques and equipment are utilized in each of the analysis methods. All measurement devices are in a calibration system that is traceable to the National Institute of Testing and Standards to ensure the accuracy of the data. Point Blank Body Armor works tirelessly to ensure that a world-class product is provided.

### 7. Sizes

Available in sizes 28 through 72 (even numbers) with nine different lengths for the front and nine for the back. The length availability varies with size:

28-42: S2, S1, R, L1, L2, L3, L4, and L5 44-72: S3, S2, S1, R, L1, L2, L3, L4, and L5

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**Carrier Specifications** 

# Hi-Lite<sup>TM</sup> Concealable Male Carrier

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- 8.1. Label material will withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.
- 8.2. All soft body armor is labeled in strict adherence to the labeling requirement set forth in NIJ-Standard-0101.06.
- 8.3. Serial number assignments and marking of all ballistic components insure full traceability from receipt by the manufacturing facility through testing, assembly, and issue to the individual customer. The ballistic panel labeling shall include, but not be limited to the following:

Name of Manufacturer Level of Protection NIJ-0101.06 Date of Manufacture Date of Issue Size Serial Number Model of Vest Manufacture Location Care Instructions

## 9. Carrier Labeling

Warranty Period

- 9.1. Label material will withstand normal wear and cleaning
- 9.2. The label will remain readable during the entire warranted life of the carrier
- 9.3. The label shall include, but not limited to the following:

Name of Manufacturer Type of Fabric Carrier Name Carrier Model Size Care Instructions Protection Warning

## 10. Warranty

Refer to the standard warranty

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