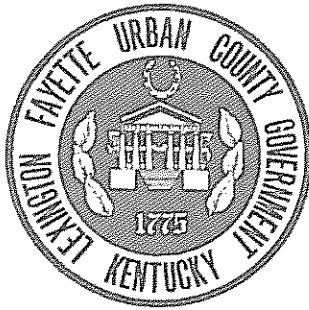


# Lexington Fayette Urban County Government

Division of Central Purchasing



 ORIGINAL

Lexington Kentucky

Horse Capital of the World

**INVITATION TO BID #168-2012**

**Tactical Body Armor**

**NOTICE TO BIDDERS**

**Bid Opening Date: December 17, 2012**

**Bid Opening Time: 2:00 PM**

**Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338**

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**Pre Bid Meeting: N/A**

**Pre Bid Time:**

**Address:**

**INVITATION TO BID**

Bid Invitation Number: #168-2012

Date of Issue: 12/03/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **12/17/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

**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.**

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 150 E. Main St., Lexington, KY 40507

Bid Security Required: \_\_\_ Yes X No      Performance Bond Required: \_\_\_ Yes X No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>Commodity/Service</b>
<b>Tactical Body Armor</b>
See specifications

<p><input checked="" type="checkbox"/> <b>Check One:</b> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p><b>Proposed Delivery:</b> <u>45-60</u> days after acceptance of bid.</p>
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<b>Procurement Card Usage</b>
<p><input checked="" type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>

Submitted by: Pro-Tech Security Sales  
Firm  
1313 West Bagley Road  
Address  
Berea, OH 44017  
City, State & Zip

**Bid must be signed:**  
**(original signature)**

James Hinkers, Director, Tactical Sales  
*Signature of Authorized Company Representative - Title*  
JAMES HINKERS  
Representative's Name (Typed or printed)

800 888-4002      440-239-9243  
Area Code - Phone - Extension      Fax #

chief@protechsales.com  
E-Mail Address

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**

**AFFIDAVIT**

Comes the Affiant, James Hinners, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is JAMES HINNERS and he/she is the individual submitting the bid or is the authorized representative of

Pro-Tech Security Sales,

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 bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees 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 circumstances 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.

James Hinners

STATE OF OHIO

COUNTY OF Cuyahoga

The foregoing instrument was subscribed, sworn to and acknowledged before me

by James Hinners on this the 3 day

of December, 2012.

My Commission expires: \_\_\_\_\_

Catherine A. Wasmer  
Notary Public  
In and For the State of Ohio  
My Commission Expires  
November 25, 2016

Catherine A. Wasmer  
NOTARY PUBLIC, STATE AT LARGE

***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 [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

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 friendly 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 [www.Green Seal.org](http://www.Green Seal.org) 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  No

## II. Bid Conditions

- A. No bid 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 bid. 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 any and all 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 clearly 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.
- I. 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 #168-2012 Tactical Body 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:

- (1) 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 special conditions 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 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first year of the Procurement Contract. After the first year, upon renewal of the Procurement Contract, 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 year. 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 either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. 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.
- G. 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 handicap.*

- 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.*

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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, Vietnam veterans, handicapped and aged persons.*

*James Hernandez*  
Signature

*Pro-Tech Security Sales*  
Name of Business

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**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.

**FINANCIAL RESPONSIBILITY**

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND 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, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

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 hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<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, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

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.
- c. The General Liability Policy shall include a Products liability endorsement in an amount of at least \$5,000,000 unless deemed not to apply by LFUCG. If the VENDOR is not the manufacturer satisfactory evidence (i.e. copies of certificate(s) of insurance) that the manufacturer of the product carries Products Liability coverage in at least the above amount will be considered.
- 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. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### 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 insurance, safety, or loss control provisions shall constitute 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 work.

00370454



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

Bid Number: **#168-2012**

Date: December 4, 2012

Subject: Tactical Body Armor

Address inquiries to:  
Theresa Maynard  
(859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following three clarifications to the specifications and pricing of the above referenced bid:

1. Under the first bullet point of the specifications, the phrase "**MR01 Ballistic Package**" has been added, the description now reads as follows:
  - **The only acceptable model is the Protech Tactical Titan Assault Enhanced MR01 Ballistic Package Tactical Carrier, for males and females, meeting NIJ 0101.06 for Threat Level IIIA, and the Protech Tactical 2113MC-3 Rifle Plate. No substitutions.**
  
2. The following is to be added to the specifications as a bulleted point (Photos of each of these three required accessories and of the entire vest system are attached.)
  - Titan Assault Enhanced Ballistic Vest Accessories Required:
    1. Yoke System - Detachable yoke system that offer 162.61 sq. inches of ballistic coverage and attaches to the internal portion of the carrier through a Velcro hook and loop attachment system and provides ballistic protection to the shoulders, neck and throat areas
    2. Auxiliary Side Panel Protection – A pair of 6" x 10" auxiliary side panels made of the same ballistic materials used throughout the tactical vest, inserted into the combination auxiliary side panel and provides special threat pockets for addition of optional 6" x 6" ballistic side plates.
    3. Upper Arm Protection – A pair of detachable upper arm protection that offers 170.38 square inches of ballistic coverage (each arm) and attaches to the carrier through a Velcro hook and loop attachment system .

3. Revised pricing section. All pricing for this bid must be submitted on the revised pricing section below.

**PRICING:**

Item	Price Each
Titan Assault Enhanced Tactical Carrier (including patches, Velcro, and Accessories)	\$ 1,584.00
2113MC-3 Rifle Plate	\$ 560.00
Additional Identification Patch, small (with Velcro attachment)	\$ NO CHARGE
Additional Identification Patch, large (with Velcro attachment)	\$ NO CHARGE



Todd Slatin, Acting 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.

BID OF: Pro-Tech Security, Sales

ADDRESS: 1313 WEST BAGLEY Rd. BEREA, OH 44017

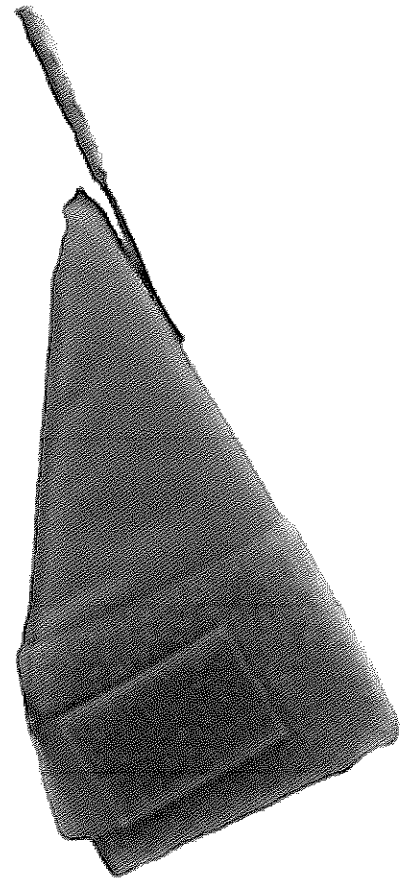
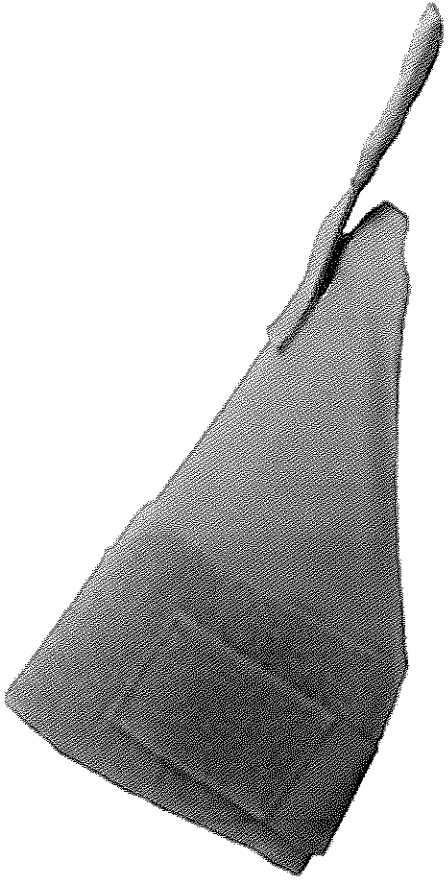
SIGNATURE OF BIDDER: James Hennis

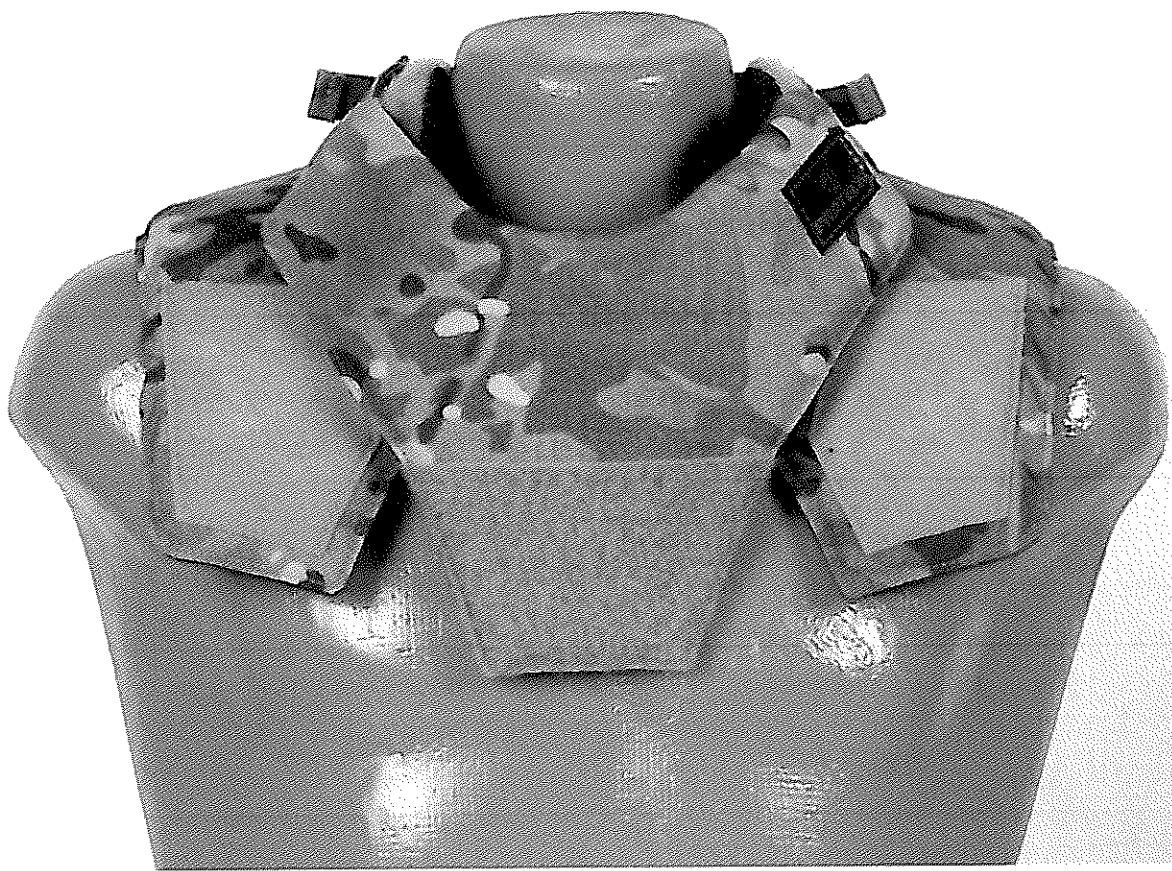


**BODY SIDE**

Wear this side through the body







**POLICE**





**Titan™ Assault Enhanced Tactical Carrier  
Bid Specification**

**1. Scope:**

The scope of this product specification provides information relating to the PROTECH® Titan™ Assault Enhanced Tactical Carrier manufactured by Safariland™.

**2. Research, Development, and Manufacturing:**

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

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

**3. Carrier Design (Ballistic Coverage Capability):**

The PROTECH® Titan™ Assault Enhanced, in a large/regular size, offers the wearer 577.56 in<sup>2</sup> (total area) of front and back ballistic panel coverage. The ballistic panel coverage (total area) stated does not reflect larger or smaller carrier sizes and/or optional accessories. For individual optional accessory ballistic coverage total area, please refer to section five (5) of this specification.

**4. Carrier Design (Functionality):**

The PROTECH® Titan™ Assault Enhanced has the following design features related to the functionality:

<b>Feature(s)</b>	<b>Definition(s)</b>	<b>Benefit(s)</b>
<b>Internal Panel Insertion System</b>	An internal panel insertion system that includes a horizontal Velcro® hook and loop attachment system that allows for the insertion of the armor panels from the interior of the carrier.	Provides the ability to insert / remove armor panels quickly and easily and also enables the cleaning of the carrier and armor panels separately as necessary
<b>Grip-Lok™ Integrated Suspension System</b>	An internal suspension system that suspends the armor panel from the shoulder areas through the use of Velcro® hook and loop tabs and integrates the armor panel, panel cover and carrier as one system.	Provides the ability to suspend the armor panels, within the carrier, to eliminate sagging and decrease the forming of set-wrinkles and bunching of the armor panels.
<b>Dual Weapon Retention System (Detachable)</b>	A detachable weapon retention system located in both shoulder areas of the front of the carrier allows the capability to adjust in vertical and horizontal directions.	Provides that ability to align the weapon retention system according to individual shooting positions, and retain the butt of a rifle or shotgun in all types of weather.
<b>Modular Webbing Attachment System</b>	A sewn on 1-inch modular webbing attachment system that covers a majority of the front and rear portions of the carrier, to include 360° circumference of the lower torso.	Provides the ability to attach a fully customizable assortment of PROTECH® Tactical TP pouches and accessories
<b>Tactical Pouch Selection (Detachable)</b>	A full selection of tactical pouches for most types of ammunition magazines, less lethal munitions, and miscellaneous accessories as an optional accessory.	Provides a secure means of carrying a full array of mission essential equipment and accessories, along with the ability to balance the total load across the entire tactical carrier

**4. Carrier Design (Functionality) – continued:**

<b>Feature(s)</b>	<b>Definition(s)</b>	<b>Benefit(s)</b>
<b>External Top Loading Auxiliary Pouch</b>	A 12" x 8.5" fixed external auxiliary pouch available on the lower torso of the front carrier	Provides the capability of holding a wide variety of mission specific equipment/accessories and are easily accessible when needed
<b>Officer Extraction Rescue Strap</b>	A reinforced rescue strap located in the upper back area of the rear of the carrier	Provides the ability to extract a down officer from a hostile fire environment
<b>Radio Wire Channel</b>	A radio wire channel allows for the mounting of a radio on the rear portion of the carrier and feeding of the microphone handset wire through a hidden channel to the front of the carrier.	Prevents the microphone handset wire from being hung-up or snagged during urban or woodland operations
<b>Radio Microphone Tabs</b>	A radio microphone tab available on both the right and left shoulder area of the front of the carrier that is capable of holding a wide variety of microphone handsets.	Provides the ambidextrous mounting of the microphone handset on the front of the tactical carrier within close proximity of the ears for increased communication
<b>Identity Attachment Area (Modular Webbing Attachment w/ Velcro® Loop)</b>	A platform on the front and back carrier for the attachment of four-inch wide identities with one-inch interlacing strips and Velcro® loop material.	Provides the flexibility of using the identity attachment area for either identities or tactical pouches
<b>Shoulder Mounted D-Rings (Detachable)</b>	A pair of D-rings available on both the right and left shoulder area of the front of the carrier that is capable of holding a wide variety of accessories.	Provides the ambidextrous mounting of various accessories, to include weapon slings, flashlights, etc.
<b>Colors and Camouflage Patterns</b>	Available in the following colors and camouflage patterns: Black, Navy, Khaki, Tactical Green, Ranger Green, Digital Universal Camo (Army Combat Uniform), Digital Urban Camo, Digital Woodland, Digital Day Desert, Multi-Cam, and A-TACS®	Provides the ability to choose between a wide variety of colors and camouflage patterns for concealment within urban and open terrain environments

**5. Carrier Design (Upgradability):**

The PROTECH® Titan™ Assault Enhanced has the following design features related to the upgradability:

<b>Feature(s)</b>	<b>Definition(s)</b>	<b>Benefit(s)</b>
<b>Dual External Top Loading Plate Pocket (Front and Rear)</b>	A dual plate pocket in the front and rear of the carrier that allows for the insertion of 8" x 10" or 10" x 12" PROTECH® special threat plates from an external, top loading orientation.	Provides the ability to insert a wide variety of special threat plates that upgrades the level of protection over the center torso area of the body
<b>Combination Auxiliary Side Panel and Side Special Threat Plate Pocket (Both Sides)</b>	A combination auxiliary side panel and side special threat plate pocket incorporated into the adjustable side closure system that allows for the insertion of 6" x 10" auxiliary side panel protection, and 5" x 8" or 7" x 9" special threat plates, or 6" x 6" PROTECH® mini-side special threat plates.	Provides the ability to insert a wide variety of special threat plates that upgrades the level of protection over the lower sides of the body
<b>Auxiliary Side Panel Protection (Removable)</b>	A pair of 6" x 10" auxiliary side panels, made from the same armor model design used throughout the tactical vest, inserted into the combination auxiliary side panel and side special threat plate pocket as an optional accessory	Provides the ability to utilize the tactical vest across a wide array of girth circumferences without losing side coverage and protection – In addition, assures side coverage during use with heavy under garments in cold weather climates.
<b>Shoulder-Neck-Throat Protection (Internal Yoke)</b>	A detachable yoke system that offers 162.61 in <sup>2</sup> of ballistic coverage and attaches to the internal portion of the carrier through a Velcro® hook and loop attachment system and provides protection to the shoulders, neck, and throat areas as an optional accessory	Provides protection of the shoulder, neck, and throat areas of the body

5. Carrier Design (Upgradability) – continued:

Feature(s)	Definition(s)	Benefit(s)
<b>Integrated Shoulder Protection</b> (Removable)	A set of four soft armor panels, made from the same armor model design used throughout the tactical vest, inserted into the shoulder areas of the front and back portions of the carrier and offer 71.2 in <sup>2</sup> of ballistic coverage as an optional accessory	Provides protection of the upper shoulder areas of the body
<b>Neck Protection</b> (Detachable)	A detachable neck protection with a scooped collar that offers 38.94 in <sup>2</sup> of ballistic coverage and attaches to the carrier through a Velcro <sup>®</sup> hook and loop attachment system as an optional accessory.	Provides protection of the neck area of the body
<b>Throat Protection</b> (Detachable)	A detachable throat protection that offers 42.39 in <sup>2</sup> of ballistic coverage and attaches to the carrier through a Velcro <sup>®</sup> hook and loop attachment system as an optional accessory.	Provides protection of the throat area of the body
<b>A-PEC Side Chest Protection</b> (Detachable)	A pair of detachable side chest protection that offers 89.61 in <sup>2</sup> of ballistic coverage (each side) and attaches to the carrier through a Velcro <sup>®</sup> hook and loop attachment system as an optional accessory.	Provides protection to the side pectoral area of the body
<b>Upper Arm Protection</b> (Detachable)	A pair of detachable upper arm protection that offers 170.38 in <sup>2</sup> of ballistic coverage (each arm) and attaches to the carrier through a Velcro <sup>®</sup> hook and loop attachment system as an optional accessory.	Provides protection of the upper arm areas of the body
<b>Upper Arm Special Threat Plate Pocket</b>	A special threat plate pocket incorporated into the upper arm protection for insertion of 6" x 6" PROTECH <sup>®</sup> mini-side special threat plates.	Provides the ability to insert special threat plates that upgrades the level of protection over the upper arm areas of the body
<b>Pull Down Groin Protection</b> (Detachable)	A detachable pull down groin protector that offers 91.19 in <sup>2</sup> of ballistic coverage and attaches to the carrier through a Velcro <sup>®</sup> hook and loop attachment system as an optional accessory.	Provides protection of the groin area of the body
<b>Enhanced Groin Protection</b> (Detachable)	A detachable, diamond shaped, enhanced groin protector that offers 147.29 in <sup>2</sup> of ballistic coverage and attaches to the carrier through a Velcro <sup>®</sup> hook and loop attachment system as an optional accessory.	Provides protection of the groin and femoral artery areas of the body
<b>Spacer-Mesh™ Padding System</b> (Detachable)	A set of chest, back, and shoulder spacer mesh pads that offer 314.9 in <sup>2</sup> of standoff that attach to the internal portion of the carrier as an optional accessory	Provides greater airflow and cushioning to the chest, back and shoulder areas that are susceptible to load carrying fatigue.

6. Carrier Design (Adjustability):

The PROTECH<sup>®</sup> Titan™ Assault Enhanced has the following design features related to adjustability:

Feature(s)	Definition(s)	Benefit(s)
<b>Adjustable Shoulder Closure System</b> (Combination Velcro <sup>®</sup> Hook & Loop / D-Ring)	An adjustable shoulder closure system that combines a permanent sewn strap to the front of the carrier with Velcro <sup>®</sup> hook and loop that connects through a D-Ring sewn to the back of the carrier and reattaches to the front of the carrier.	Provides the ability to adjust the shoulders from the front of the carrier, along with the ability to adapt to a wide range of chest circumferences. Allows for complete separation of the front and back portions of the carrier for expedient removable of carrier for emergencies.

**6. Carrier Design (Adjustability) - continued:**

<b>Feature(s)</b>	<b>Definition(s)</b>	<b>Benefit(s)</b>
<b>Adjustable Side Closure System with Double Security System</b> (Combination Modular Webbing / Velcro® H & L)	An adjustable side closure system that effectively utilizes a removable 8" wide cummerbund that secures via modular webbing attachment system to the rear of the carrier and attaches to the front of the carrier through Velcro® hook and loop. In addition, two separate pieces of 1000d Cordura® material with Velcro® hook and loop overlap both the front and rear closure to form a double security system.	Provides the ability to adjust the sides from the front of the carrier, along with the ability to adapt to a wide range of girth circumferences. Allows for complete separation of the front and back portions of the carrier for expedient removable of carrier for emergencies. Creates a redundant security system that prevents accidental separation during all types of situations.
<b>Internal Cummerbund Retention System</b> (Detachable)	An internal cummerbund secures to the rear portion of the carrier by modular webbing attachment system that can be fully adjusted based on the girth circumference of the individual.	Provides the ability to secure the rear portion of the carrier to the body as the front portion of the carrier secures using the adjustable side closure system.

**7. Carrier Design (Durability):**

The PROTECH® Titan™ Assault Enhanced has the following design features related to durability:

<b>Feature(s)</b>	<b>Definition(s)</b>	<b>Benefit(s)</b>
<b>1,000 Denier Cordura® Material</b>	A durable, abrasion resistant, cut, tear, and water resistant material used for the exterior of the carrier.	Provides a durable, water resistant material to protect the armor panels and resists the negative effects of exposure to high temperatures and "dry-rotting." Maintains color over time and resists discoloring when exposed to abrasion and wear. Serves as a platform for attaching a wide variety of loads through the modular webbing attachment system.
<b>420 Denier Diamond Rip-Stop Nylon Material</b>	A durable, lightweight, comfortable, and reinforced nylon used for the interior of the carrier.	Provides a durable material to protect the armor panels and prevents skin abrasion that allows carrier the ability to stay cool and adjust to body positions in all types of operations. Serves as a platform for attaching removable spacer mesh inserts, upper arm protection, collar and groin protection through Velcro® hook and loop.
<b>Grip / Non-Skid Material</b>	A strong, wear and abrasion resistant material offering grip and non-skid features in both wet and dry conditions.	Provides a durable reinforced area in the shoulder area of the front of the carrier for added flexibility associated with the retention of the butt of a weapon during the shouldering of a sub gun, rifle, or shotgun
<b>High Profile Velcro® Hook and Loop</b>	A durable, heavy duty fastening solution, made of woven nylon, that delivers a strong hold and removes easily when needed	Provides a secure means of attaching the tactical carrier's shoulder closure system, side closure system, optional accessories and identities

**8. Availability:**

<b>Classification(s)</b>	<b>Current Status</b>
Side Opening	Yes
Front Opening	No
Sizes (number of standard sizes)	S – 6XL

**9. Support Programs:**

<b>Classification(s)</b>	<b>Current Status</b>
Warranty	12 Months
Quality Assurance Program(s)	ISO 9001 / Vest Check Program
Safety Assurance Program(s)	OHSAS 18001
Environmental Assurance Program(s)	ISO 14001
Liability Insurance	Information Available Upon Request



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## TACTICAL

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# TECHNICAL SPECIFICATION

## MR01 – Type IIIA

Test Standard	NIJ Standard: 0101.06
Model	NIJ: BA-3A00S-MR01
Threat Type	IIIA
Configuration	Unstructured
Armor Material	Twaron <sup>®</sup> Micro-laminate, Gold Shield <sup>®</sup> , Advanced Stitching using Center Top Center Tack with Vertical Side Tacks
Armor Panel Covering	2 Ply, 70 Denier Textured Nylon Blockade with TPU lamination system
Areal Density [lbs/ft <sup>2</sup> ]	1.27
Thickness [inches] ASTM Standard D1777-97	0.301
New V50 – .357 SIG FMJ FN 125 gr [ft/s]	1818
Conditioned V50 – .357 SIG FMJ FN 125 gr [ft/s]	1743
New V50 – .44 Mag JSP 240gr [ft/s]	1681
Conditioned V50 – .44 Mag JSP 240gr [ft/s]	1592
Backface Average – .357 SIG	28.55
Backface Average – .44 Mag	36.92
<b>Additional Special Threat Types</b> <i>Tested at USTL in accordance with Modified/Abbreviated NIJ 0101.06 Standard IAW Sec 7.8.2 unless otherwise specified</i>	
<ul style="list-style-type: none"><li>• Speer 357 Sig 125 Gr. GDHP – Tested Velocity @ 1375 fps ± 30 – No Perforations</li></ul>	





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Additional Special Threat Types – continued:
<ul style="list-style-type: none"><li>Winchester 9 mm 127 Gr. SXT +P+ – Tested Velocity @ 1250 fps ± 30 – No Perforations</li></ul>
<ul style="list-style-type: none"><li>Winchester .40 Cal 165 Gr. SXT – Tested Velocity @ 1140 fps ± 30 – No Perforations</li></ul>
<ul style="list-style-type: none"><li>7.62x25 85 Gr. Tokarev (Romanian) – Tested Velocity @ 1530 fps ± 30 – No Perforations</li></ul>
<ul style="list-style-type: none"><li>Federal 9mm 100 Gr. CQT – Tested Velocity @ 1150 fps ± 30 – No Perforations</li></ul>
<ul style="list-style-type: none"><li><b>Fragmentation</b><ul style="list-style-type: none"><li>Mil Std 662F</li><li>2 Gr. RCC – V50 2967 fps</li><li>4 Gr. RCC – V50 2608 fps</li><li>16 Gr. RCC – V50 2150 fps</li><li>64 Gr. RCC – V50 1786 fps</li></ul></li></ul>
<ul style="list-style-type: none"><li><b>Special Test Specification:</b> per <i>Customer Test Protocol</i><ul style="list-style-type: none"><li>9mm 124gr. GDHP</li></ul></li></ul>
<ul style="list-style-type: none"><li><b>Special Test Specification:</b> per <i>Customer Test Protocol</i><ul style="list-style-type: none"><li>.40 S&amp;W 155gr. Tactical HP</li></ul></li></ul>
<ul style="list-style-type: none"><li><b>Special Test Specification:</b> per <i>Customer Test Protocol</i><ul style="list-style-type: none"><li>.40 S&amp;W 180gr. Tactical JHP</li></ul></li></ul>
<ul style="list-style-type: none"><li><b>Fragmentation:</b> per <i>Customer Test Protocol</i><ul style="list-style-type: none"><li>Mil Std 662F</li><li>2 Gr. RCC</li><li>4 Gr. RCC</li><li>16 Gr. RCC</li><li>64 Gr. RCC</li></ul></li></ul>



**2113MC-3 Rifle Plate  
Bid Specification**

**1. Scope:**

The scope of this product specification provides information relating to the PROTECH® 2113MC-3 Rifle Plate manufactured by Safariland™.

**2. Research, Development, and Manufacturing:**

The manufacturer (Safariland™) of the rifle plate solely performs the research, development, and manufacturing capabilities described below. Other manufacturers of rifle plates that have outsourced similar capabilities shall be deemed as inferior.

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

**3. Plate Design (Size/Weight/Ballistic Coverage Capability):**

The PROTECH® 2113MC-3 Rifle Plate measures 10" x 12" in size, is 1.14" thick, weighs 3.1 pounds, and offers 120 in<sup>2</sup> (total area) of ballistic coverage. All numeric figures listed in the previous sentence are approximate.

**4. Plate Design (Material Construction):**

The PROTECH® 2113MC-3 Rifle Plate has the following design features related to material construction:

Feature(s)	Definition(s)	Benefit(s)
<b>Uni-Directional Polyethylene Material</b>	A semi-rigid, advanced composite, uni-directional high performance fiber material used as the primary ballistic element of the rifle plate	Provides excellent ballistic (rifle) resistance properties during impact (energy absorption) and after the ballistic engagement (energy dispersion/back face deformation reduction)
<b>1,000 Denier Cordura® Outer Cover Material</b>	A durable, abrasion resistant, cut, tear, and water resistant material used for the exterior outer cover of the rifle plate.	Provides a durable, water resistant material to protect the ballistic resistant material - in addition, it resists the negative effects of exposure to high temperatures and "dry-rotting." Maintains color over time and resists discoloring when exposed to abrasion and wear.

**4. Plate Design (Shape):**

The PROTECH® 2113MC-3 Rifle Plate has the following design features related to shape:

Feature(s)	Definition(s)	Benefit(s)
<b>Military Style Shooter's Cut</b>	An aggressive, military-style, steep angled cut into both top corners of the rifle plate that is more significant than typical slightly clipped corners	Provides increased mobility and range of motion to the wearer's arms when situated in a shooting stance or shouldering the butt of a rifle.
<b>Multi-Curvature</b>	The combination of a 14-degree left to right curvature radius with each of the four corners of the plate also making identical additional curves toward the wearer's body.	Provides a more natural, comfortable fit to the wearer's body

**5. Plate Design (Ballistic Performance):**

The PROTECH® 2113MC-3 Rifle Plate has the following performance characteristics as documented through a combination of NIJ 0101.06 (ballistic resistance of body armor) compliance testing summary reports, Independent NIJ 0101.06 laboratory testing reports, and internal Safariland ballistic laboratory testing reports:

<b>Feature(s)</b>	<b>Data</b>
<b>Threat Type</b>	III
7.62mm 147gr. FMJ (NATO) (M80)	6 Impacts
<b>Additional Independent NIJ 0101.06 Laboratory Special Threat Testing</b>	<b>Data</b>
7.62 x 39mm 123gr. MSC (Mild Steel Core)	6 Impacts

**6. Support Programs:**

<b>Classification(s)</b>	<b>Current Status</b>
Ballistic Warranty	5 Years
Workmanship Warranty	1 Year
Quality Assurance Program(s)	ISO 9001
Safety Assurance Program(s)	OHSAS 18001
Environmental Assurance Program(s)	ISO 14001
Liability Insurance	Information Available Upon Request

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