



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

November 27, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM  
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES  
302-857-4501

SUBJECT: **AWARD NOTICE – Addendum # 2, effective January 31, 2013**  
**CONTRACT NO. GSS12585-ARMOR**  
**Body Armor**

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**At the bottom of the Award Notice, please see important information concerning NIJ Compliance Testing for Combination Vests.**

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT**

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- a. **REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.
- b. Under Title 29 §6933, the State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the State of Colorado, under the National Association of State Procurement Officer (NASPO)/Western States Contracting Alliance (WSCA) for the procurement of Body Armor.

### **2. CONTRACT PERIOD**

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Each contractor's contract shall be valid through July 31, 2013. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement. If the State of Colorado exercises the option, Delaware will provide written notice to Manufacturer prior to the end of the current term.

### **3. VENDORS**

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<b>GSS12585-ARMORV01</b> Colorado State Contract # 68008YYY17P/WSCA FSF Vendor ID: 0000157859 Central Lake Armor Express, Inc. 7915 Cameron Street Central Lake, MI 49622-9458 Attn: Anna Eggebrecht Phone: 231-544-6030 OR 888-357-3845 Fax: 231-544-6734 Email: <a href="mailto:anna@amorexpress.com">anna@amorexpress.com</a> Website: <a href="http://www.armorexpress.com">www.armorexpress.com</a>	<b>Distributor</b> <b>GSS12585-ARMORV03</b> FSF Vendor ID: 0000095476 Federal Resources Supply Co. 235-G Log Canoe Cir Stevensville, MD 21666 Contact: Caroline Hurd Phone: 410-604-6763 or 800-892-1099 Fax: 410-643-7701 Email: <a href="mailto:caroline.hurd@federalresources.com">caroline.hurd@federalresources.com</a> Website: <a href="http://www.federalresources.com">www.federalresources.com</a>
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<p><b>GSS12585-ARMORV07</b>          Colorado State Contract # 68008YYY11P/WSCA          FSF Vendor ID: 0000019419          Mine Safety Appliances Company (MSA)          1000 Cranberry Woods Dr.          Cranberry Township, PA 16066-5207          Attn: Vania Cotera          Phone: 954-630-0900          Fax: 954-414-8178          Email: <a href="mailto:vcotera@pbearmor.com">vcotera@pbearmor.com</a>          Website: <a href="http://www.pointblanksollutionsinc.com">www.pointblanksollutionsinc.com</a></p>	<p><b>Distributor</b>  <b>GSS12585-ARMORV04</b>          FSF Vendor ID: 0000014933          Lawmen Supply Co.          1484 E. Lebanon Rd, Rt. 10          Dover, DE 19901-5833          Contact: Lori Franco or Brian Byrne          Phone: 856-488-4499 or 302-697-8740          Fax: 856-488-4343 or 302-697-8415          Email: <a href="mailto:lori.franco@lawmensupply.com">lori.franco@lawmensupply.com</a> or  <a href="mailto:brian.byrne@lawmensupply.com">brian.byrne@lawmensupply.com</a>          Website: <a href="http://www.lawmensupply.com">www.lawmensupply.com</a></p>
<p><b>GSS12585-ARMORV02</b>          Colorado State Contract # 68008YYY14P/WSCA          FSF Vendor ID: 0000157862          Point Blank Solutions, Inc.          2102 SW 2<sup>nd</sup> Street          Pompano Beach, FL 33069-3166          Attn: Renee Thomas          Phone: 954-630-0900, Ext 1526          Fax: 954-414-8178          Email: <a href="mailto:rthomas@pbearmor.com">rthomas@pbearmor.com</a>          Website: <a href="http://www.pointblanksollutionsinc.com">www.pointblanksollutionsinc.com</a></p>	<p><b>Distributor</b>  <b>GSS12585-ARMORV04</b>          FSF Vendor ID: 0000014933          Lawmen Supply Co.          1484 E. Lebanon Rd, Rt. 10          Dover, DE 19901-5833          Contact: Lori Franco or Brian Byrne          Phone: 856-488-4499 or 302-697-8740          Fax: 856-488-4343 or 302-697-8415          Email: <a href="mailto:lori.franco@lawmensupply.com">lori.franco@lawmensupply.com</a> or  <a href="mailto:brian.byrne@lawmensupply.com">brian.byrne@lawmensupply.com</a>          Website: <a href="http://www.lawmensupply.com">www.lawmensupply.com</a></p>
<p><b>GSS12585-ARMORV02</b>          Colorado State Contract # 68008YYY18P/WSCA          FSF Vendor ID: 0000157862          Point Blank Solutions, Inc.          Dba: Protective Products Enterprises, Inc.          2102 SW 2<sup>nd</sup> Street          Pompano Beach, FL 33069-3166          Attn: Vania Cotera          Phone: 954-630-0900          Fax: 954-414-8178          Email: <a href="mailto:vcotera@pbearmor.com">vcotera@pbearmor.com</a>          Website: <a href="http://www.pointblanksollutionsinc.com">www.pointblanksollutionsinc.com</a></p>	<p><b>Distributor</b>  <b>GSS12585-ARMORV04</b>          FSF Vendor ID: 0000014933          Lawmen Supply Co.          1484 E. Lebanon Rd, Rt. 10          Dover, DE 19901-5833          Contact: Lori Franco or Brian Byrne          Phone: 856-488-4499 or 302-697-8740          Fax: 856-488-4343 or 302-697-8415          Email: <a href="mailto:lori.franco@lawmensupply.com">lori.franco@lawmensupply.com</a> or  <a href="mailto:brian.byrne@lawmensupply.com">brian.byrne@lawmensupply.com</a>          Website: <a href="http://www.lawmensupply.com">www.lawmensupply.com</a></p>
<p><b>GSS12585-ARMORV05</b>          Colorado State Contract # 68008YYY15P/WSCA          FSF Vendor ID: 0000091184          Safariland, LLC          13386 International Parkway          Jacksonville, FL 32218-2383          Attn: Brianna Bell          Phone: 800-347-1200 or 904-807-1944          Fax: 800-366-1669          Email: <a href="mailto:brianna.bell@safariland.com">brianna.bell@safariland.com</a>          Website: <a href="http://www.safariland.com">www.safariland.com</a></p>	<p><b>Distributor</b>  <b>GSS12585-ARMORV06</b>          FSF Vendor ID: 0000088319          Atlantic Tactical          772 Corporate Cir          New Cumberland, PA 17070-2349          Contact: Sean Conville          Phone: 717-774-3339 or 800-781-2677          Fax: 717-774-4463          Email: <a href="mailto:sconville@safetyleague.com">sconville@safetyleague.com</a>          Website: <a href="http://www.atlantictactical.com">www.atlantictactical.com</a></p>

**4. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid. Responsibility and liability for loss or damage will remain with contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

**5. DELIVERY AND PICKUP**

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Purchasing entities reserve the right to inspect Goods provided under this Agreement at all reasonable times and places during the term of the Master Price Agreement and Participating Addendum. If any of the Goods do not conform to Master Price Agreement, as amended by the participating Addendum and Order, requirements, the Purchasing Entity will require Manufacturer, directly or through its Distributor, to promptly provide the Goods again in conformity with the Master Price Agreement, as amended by the Participating Addendum and Order, requirements, at no additional cost to the Purchasing Entity. This remedy shall in no way limit the remedies available to the Purchasing Entity in other provisions of the Master Price Agreement, the Participating Addendum, or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the Purchasing Entity, at its option, in lieu of or in conjunction with the preceding measures.

**6. PRICING**

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Prices will remain firm for the term of the initial contract year.

See Pricing Spreadsheet on the website for:

Central Lake Armor Express, Inc.  
Point Blank Enterprises, Inc.  
Protective Products Enterprises, Inc.  
Safariland, LLC

Mine Safety Appliances/Paraclete was acquired by Protective Product Enterprises (PPE). Subsequently, Point Blank Enterprises consolidated with Protective Products Enterprises. Former MSA/Paraclete models listed in the Price List shown on the website under the MSA/Paraclete contract are no longer offered. If agencies want to purchase the remaining models for MSA/Paraclete, they would have to find the Price List listed under the PBE contract or PPE contract.

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. NIJ BODY ARMOR STANDARDS**

- a. NIJ Bullet Resistance of Body Armor Standard 0101.06: The National Institute of Justice (“NIJ”) has implemented revised standard 0101.06, for bullet-resistant body armor to replace the 2005 Interim Requirements for Bullet-Resistant Body Armor. The NIJ publishes the Compliant Products List (“CPL”) of armor that complies with the new standard. The State of Colorado reserves the right to add CPL listed products, at its option, to the Master Price Agreement as they become available. The addition of such products would be accomplished through receipt of NIJ compliance documentation and price negotiation with the Manufacturer.
- b. NIJ Stab Resistance of Body Armor Standard 0115.00: The NIJ has an existing standard 0115.00 for stab resistant body armor. The NIJ publishes the CPL listed products, at its option, to this Price Agreement if NIJ updates this standard or adds products to the published CPL as they become available. The addition of such products would be accomplished through receipt of NIJ compliance documentation and price negotiation with the Manufacturer.

### **8. BILLING**

**The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.**

### **9. PAYMENT**

- a. The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State’s option, without imposing any additional fees, costs or conditions.
- b. The Manufacturer, its designated Distributor or agent shall accept a government issued or “P-Card” or any similar payment instrument, as an accepted method of purchase and payment against the Master Price Agreement.

### **10. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **11. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State’s option, without imposing any additional fees, costs or conditions.

## **12. SAFETY NOTIFICATIONS**

- a. Manufacturer shall notify all purchasing entities that have placed Orders pursuant to the Participating Addendum against the Master Price Agreement, of recall notices, warranty replacements, safety notices, or any other applicable notice regarding the Goods being sold under the Master Price Agreement or the Participating Addendum. Such notice shall be given in writing within fifteen (15) calendar days of the date the Manufacturer becomes aware of, or issues, such notices.
- b. Manufacturer shall notify all purchasing entities by phone immediately of any recall, safety notice, warranty replacements, or issues regarding the Goods that relate to the safety of the goods and/or officers. Such phone notification shall be followed by written notification from Manufacturer to all Purchasing Entities within fifteen (15) calendar days of the date the Manufacturer becomes aware of, or issues, such notices.

## **13. WARRANTIES**

- a. Panel Warranty: The bullet- or stab-resistant protective panel portion of the Goods sold under the Master Price Agreement and Participating Addendum or Order shall be warranted by the Manufacturer for a minimum of five (5) years, from the date of delivery to the purchasing entity, to meet the threat level of protection at which it was found by the NIJ to comply with the NIJ 0101.06 requirements for Bullet-Resistant Body Armor and/or the NIJ Standard-0115.0, Stab Resistance of Personal Body Armor (whichever, or both if dual certified, as applicable). This warranty assumes the Good has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. The bullet- or stab-resistant protective panel portion of the Goods sold under the Master Price Agreement and the Participating Addendum and Order shall be warranted by the Manufacturer to be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the Purchasing Entity. Any Good that fails to meet this warranty shall be replaced by the Manufacturer, at no cost to the Purchasing Entity.
- b. Carrier Warranty: The carrier portion of the Goods sold under the Master Price Agreement and any Participating Addendum or Order shall be warranted by the Manufacturer for a minimum of one (1) year, from the date of delivery to the Purchasing Entity, to be free from defects in materials and workmanship. This warranty assumes the Good has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. Any Good that fails to meet this warranty shall be replaced by the Manufacturer, at no cost to the Purchasing Entity.
- c. General: All goods furnished under the Master Price Agreement and the Participating Addendum shall be new and in good working order, free from defects in materials or workmanship, installed properly and in accordance with Manufacturers' recommendations or other industry standards and will function in a failure-free manner. Manufacturer shall repair or replace, at its option, any Goods that fail to satisfy this warranty.

## **14. MEASUREMENT AND FIT**

Each Body Armor product shall be manufactured to fit a specific individual following professional measurement. Manufacturer-authorized measurement and fit protocols shall be professionally conducted by manufacturer-designated distributors, dedicated sales representatives or agents. Body armor sample vests may be used to assist in establishing initial size and fit for individual officers, however, sample vests may not be used for final fittings. All sizing, measurements, and final fitting shall be done at no expense to the purchasing entity. Body armor improperly fitted to an individual wearer shall be adjusted or replaced and returned to the individual within thirty (30) days by the contractor at no expense to the purchasing entity.

**15. INSTRUCTION**

The Manufacturers Agent shall offer instruction or provide presentations as requested by individual law enforcement and/or correctional agencies regarding the care, usage, and limitation of bullet-resistant and stab-resistant armor. Briefings to training academy classes regarding proper fit, care, and maintenance during fitting and measurement visits may also be required.

**16. DESIGNATED DISTRIBUTOR/AGENT RESPONSIBILITIES**

Designated Body Armor manufacturer distributors/agents are expected to stay current with manufacturer products, pricing, and award requirements.

**17. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**18. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**19. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**20. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the

problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.



Safariland, LLC  
3120 East Mission Blvd.,  
Ontario, CA 91761  
909.923.7300



**VIA EMAIL**

January 30, 2013

**RE: NIJ Compliance Testing Program Notice regarding Combination Vests**

Dear Valued Customer:

On January 25, 2013, the NIJ Compliance Testing Program issued a notice to manufacturers (the "CTP Memorandum") confirming that Teijin Aramid ("Teijin"), producers of Microflex<sup>®</sup> spike-resistant fabric, had issued a letter concerning the use of Microflex in combination ballistic/spike armor (the "Teijin Letter"). Attached for your review, The Safariland Group is providing you with a copy of both the Teijin Letter and the CTP Memorandum. In anticipation of some of the questions you may have, at the end of this letter we've also provided you with answers to "Frequently Asked Questions."

According to the Teijin Letter, Teijin recently found evidence that certain chemicals present in the spin finish of ballistic yarns can migrate onto the Microflex corrections fabric in vests designed with combination ballistic and spike protection using Microflex and ballistic fabric. As described by Teijin, "while the migration of the chemicals does not affect the physical structure of the yarns used for Microflex, at least with regard to certain combination vest designs, it appears to lead to a decrease in spike resistance of the Microflex combination vest construct over time."

Based on the CTP Memorandum, The Safariland Group is alerting customers and end-users of the pending evaluation of **all** combination models manufactured and sold by The Safariland Group within the past five years, not just those models using Microflex. Included in the FAQs is a chart that lists the model designation of The Safariland Group combination vest models, along with the identification of the corrections fabric.

As a responsible manufacturer committed to providing only those products that meet our high-quality standards, we are working with our corrections fabric suppliers, Teijin Aramid and DuPont Protection Technologies, to evaluate the potential impact on spike performance. Pending this evaluation, we are holding shipments of current orders. We understand the impact this may have on you so we will report the results of the evaluation as soon as possible.

The Safariland Group recommends that those affected by this notice continue to wear their body armor pending the evaluation as wearing armor is always safer than not wearing any armor at all. Our mission continues to be "Together, We Save Lives". As such, you can be assured that we will take all appropriate action based upon the results of the evaluation.

Sincerely,

Scott D'Brien  
President

**FAQ's**

**Q: *What is the issue concerning the use of corrections fabric in combination armor?***

A: According to the Teijin Letter, the issue relates to the certain chemicals present in the spin finish of ballistic yarns that can migrate onto the Microflex corrections fabric. As stated by Teijin, "while the migration of the chemicals does not affect the physical structure of the yarns used for Microflex, at least with regard to certain combination vest designs, it appears to lead to a decrease in spike resistance of the Microflex combination vest construct over time."

The Safariland Group is cooperating with Teijin to review their evidence of the migration of the spin finish onto the Microflex corrections fabric and the potential impact on spike performance with regard to The Safariland Group's combination designs that use Microflex. We will endeavor to communicate additional information regarding our combination models as soon as possible.

**Q: *Does the issue raised in the CTP Memorandum impact models that use corrections fabric produced by suppliers other than Teijin?***

A: As requested by the Compliance Testing Program in its memorandum, The Safariland Group will be evaluating all of our combination models, including those models that use corrections fabric other than Microflex. The Safariland Group has reached out to DuPont Protection Technologies, our other supplier of corrections fabric, in order to evaluate combination models designed with DuPont Kevlar® Corrections.

Note that while we are evaluating the models using DuPont Kevlar Corrections fabric, as of this date, we have not received any notification from DuPont Protection Technologies raising any similar concerns regarding the use of their Kevlar Corrections fabric in combination vests.

**Q: *Does the issue raised in the CTP Memorandum apply only to The Safariland Group models?***

A: No. The CTP Memorandum was sent to all body armor manufacturers and requires any such manufacturer to determine whether its combination armor models are impacted by the issue.

**Q: *Which of The Safariland Group combination vests use corrections fabric?***

A: The following chart lists the model designation of each of The Safariland Group combination vests that use either Teijin Microflex or DuPont Kevlar Corrections fabric:

<b>NIJ Model Designation</b>	<b>NIJ Standard</b>	<b>Threats</b>	<b>Corrections Fabric</b>
<i>MS-3A30S-MT01</i>	<i>NIJ 0101.06 NIJ 0115.00</i>	<i>Level IIIA (Ballistic) Performance Level 3 (Spike)</i>	<i>Teijin Microflex</i>
<i>MS-2020S-MT21</i>	<i>NIJ 0101.06 NIJ 0115.00</i>	<i>Level II (Ballistic) Performance Level 2 (Spike)</i>	<i>Teijin Microflex</i>

<i>PBIIA/S3.1</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level IIA (Ballistic) Performance Level 3 (Spike)</i>	<i>Teijin Microflex</i>
<i>PBIIIA/S1.1</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level IIIA (Ballistic) Performance Level 1 (Spike)</i>	<i>Teijin Microflex</i>
<i>PB-III A/S3.8</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level IIIA (Ballistic) Performance Level 3 (Spike)</i>	<i>Teijin Microflex</i>
<i>PBII/S1.2</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level II (Ballistic) Performance Level 1 (Spike)</i>	<i>Teijin Microflex</i>
<i>PBII/S2.2</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level II (Ballistic) Performance Level 2 (Spike)</i>	<i>Teijin Microflex</i>
<i>MS-2A30S-MT21</i>	<i>NIJ 0101.06 NIJ 0115.00</i>	<i>Level IIA (Ballistic) Performance Level 3 (Spike)</i>	<i>DuPont Kevlar Corrections</i>
<i>TVSL2+2-2</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level II (Ballistic) Performance Level 2 (Spike)</i>	<i>DuPont Kevlar Corrections</i>
<i>CB-IIA/1-4.0</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level IIA (Ballistic) Performance Level 1 (Spike)</i>	<i>DuPont Kevlar Corrections</i>
<i>CBIIA/3-6.4</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level IIA (Ballistic) Performance Level 3 (Spike)</i>	<i>DuPont Kevlar Corrections</i>
<i>MON-II +P+ SPK-3 407070</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level II (Ballistic) Performance Level 3 (Spike)</i>	<i>DuPont Kevlar Corrections</i>
<i>MON-II +P+ SPK-2 407070</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level II (Ballistic) Performance Level 2 (Spike)</i>	<i>DuPont Kevlar Corrections</i>
<i>MON-III A +P+ SPK-3 402150</i>	<i>NIJ 2005 IR NIJ 0115.00</i>	<i>Level IIIA (Ballistic) Performance Level 3 (Spike)</i>	<i>DuPont Kevlar Corrections</i>

**Q: Does the issue raised in the Compliance Testing Program Memorandum impact Spike-only models?**

**A:** No. According to the Teijin Letter, the issue potentially affects only “combination ballistic and spike protection vests.” Spike-only models that use 100% Microflex are unaffected.

**Q: Should officers who are wearing combination models continue to wear their vests?**

**A:** Yes, officers should continue to wear their body armor. We are not aware of any field failures and wearing armor is safer than not wearing any armor at all.

NIJ Compliance Testing Program Notice  
Re: Combination Armor  
January 30, 2013



**Q: *Will you still be accepting orders for combination vests?***

A: Yes, but all orders received will be accepted on the basis that they are subject to a production hold until the receipt of the results of the pending evaluation. Depending upon the results of the evaluation, it is possible that orders may ultimately be cancelled and will not be delivered.

**Q: *Will you still be issuing quotes for combination vests?***

A: Yes, but all quotes will be issued on the basis that they are conditioned on the facts contained in the Teijin Letter and the CTP Memorandum, and subject to subsequent receipt by The Safariland Group of a favorable evaluation of the model quoted. If a quote is to be used to respond to an open tender, Customers are strongly urged to specifically notify the agency of the potential issues in their bid submission.



# National Institute of Justice Compliance Testing Program

*A program of the National Institute of Justice*

Compliance Testing Program (CTP) Memorandum

To: CTP Participants

Date: Jan. 25, 2013

Teijin Aramid, producers of Microflex<sup>®</sup> spike-resistant fabric, has issued the attached letter to body armor manufacturers concerning the use of Microflex in combination armor. Since this issue has the potential to impact other materials used for combination armors, the NIJ CTP is alerting all current participants in the NIJ CTP who have combination armor on the NIJ CTP Compliant Product List (CPL).

Please determine if any combination armor you have manufactured could be impacted by the inclusion of both stab- and ballistic-resistant material within the same package. This includes both those combination armors using Microflex and those that do not.

If so, please contact the NIJ CTP and provide the following information:

1. How models are affected?
2. How many fielded units are now in service for each model?
3. What course of action will you take?

Please contact the CTP at (800) 248-2742 or by email at [bactp@justnet.org](mailto:bactp@justnet.org) if you have any questions or if you would like to discuss this issue further. Please direct all calls or correspondence to Alex Sundstrom at the CTP.



**TEIJIN ARAMID USA, Inc.**  
801-F Blacklawn Rd.  
Conyers, GA 30012-5187  
Tel: 770-929-0781  
Fax 770-929-8138  
Toll Free 800-451-6586  
[www.teijinaramid.com](http://www.teijinaramid.com)

January 18, 2013

Dear :

Teijin Aramid has recently found evidence that, when vest manufacturers design a combination ballistic and spike protective vest using a Microflex and ballistic fabric construct, certain chemicals present in the spin finish of the ballistic yarns can migrate onto the Microflex corrections fabric. While the migration of the chemicals does not affect the physical structure of the yarns used for Microflex, at least with regard to certain combination vest designs, it appears to lead to a decrease in spike resistance of the Microflex combination vest construct over time.

Based on our initial evaluation, it appears that the extent of any migration and the resulting impact on the combination vest's performance depends on the vest design.

At this point, Teijin Aramid requests your cooperation so that we can evaluate whether this migration concern might impact the performance of your company's combination vests. We would like you to send us, at your earliest convenience, at least one, but preferably three, used combination vests that are at least two years old - or even better, five years old.

To be clear, this issue potentially affects only the combination ballistic and spike protection vests. The performance of 100% Microflex spike protection vests is unaffected. Accordingly, we want to reassure our customers and the law enforcement community that they can rely on Microflex<sup>®</sup> to perform as specified in these vests.

Please feel free to call me if you want to discuss this matter.

Sincerely,

David Carlson  
Sales Manager  
Ballistics

cc: K. Henke