

INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local newspaper, and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
3. The bid number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
5. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.

13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
17. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are excluded from state and local taxes.
18. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
19. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Information pertaining to completed files may be secured by visiting the EBR City Parish Purchasing office during normal working hours.
20. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES ____ NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

25. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

26. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
27. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
28. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
29. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions **MUST** be in writing. If you have already submitted your question in writing to the City-Parish Purchasing Department, it is not required that you submit this question again.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by the close of business on **July 28, 2020**

INQUIRIES AND/OR QUESTIONS SHALL NOT BE ENTERTAINED THEREAFTER

Inquiries are to be directed as follows:

Dexter Stewart
City-Parish Purchasing Department
222 St. Louis Street, Room 826 (Hand Delivery)
Baton Rouge, LA 70802
or
Email: dsstewart@brgov.com

PRICING SHEET

Page 1 of 2

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM	DESCRIPTION	QTY	UNIT	PRICE	Extended Price
0001	HELMET (Model: Galvion Caiman Ballistic Helmet 4-0530-5177 UPC: 638632218625 BLACK – MEDIUM or Approved Equal Per Specifications State Brand and Model Bid: _____	18	EACH	\$ _____	\$ _____
0002	HELMET (Model: Galvion Caiman Ballistic Helmet 4-0530-5179 UPC: 638632218649 BLACK - LARGE or Approved Equal) Per Specifications State Brand and Model Bid: _____	12	EACH	\$ _____	\$ _____
0003	HELMET (Model: Galvion Caiman Ballistic Helmet 4-0530-5181 UPC: 638632218663 BLACK - XLARGE or Approved Equal) Per Specifications State Brand and Model Bid: _____	5	EACH	\$ _____	\$ _____

PRICING SHEET

Page 2 of 2

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ITEM	DESCRIPTION	QTY	UNIT	PRICE	Extended Price
0004	<p>HELMET (Model: Galvion Batlskin Viper A3 Helmet 4-0525-9973 - V-A3 MC 1H BLK MSS MD or Approved Equal Per Specifications</p> <p>State Brand and Model Bid: _____</p>	1	EACH	\$ _____	\$ _____
0005	<p>HELMET (Model: Galvion Batlskin Viper A3 Helmet – 4-0525-9974- V-A3 MC 1H BLK MSS –LARGE Or Approved Equal) Per Specifications</p> <p>State Brand and Model Bid: _____</p>	8	EACH	\$ _____	\$ _____
0006	<p>HELMET (Model: Galvion Batlskin Viper A3 Helmet 4-0525-9975- V-A3 MC 1H BLK MSS –XLARGE or Approved Equal) Per Specifications</p> <p>State Brand and Model Bid: _____</p>	1	EACH	\$ _____	\$ _____
TOTAL (Items 0001 through Item 0006)					\$ _____

SPECIFICATIONS

Page 1 of 21

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**ITEM 0001 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5177- UPC: 638632218625 BLACK – MEDIUM or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0001	Helmet Configuration: Caiman Ballistic Shell, Retention System, Suspension System, Rails, Hook and Loop, Wilcox L4 Series Night Vision Goggles (NVG) Shroud or Approved Equal		
	Cut: High cut		
	Size: Medium		
	Length: 188 – 201 mm 7-1/2 – 8 in.		
	Width: 150 – 165 mm 6 – 6-1/2 in.		
	Circumference: 560 – 580 mm 22 – 22-3/4 in.		
	Color: Black		
	Suspension System: <ul style="list-style-type: none"> • Liner • Removable comfort pads • Removable Extra Padded Protection impact liner • Removable fitband with dial adjustment 		
	Resistance to Penetration: <ul style="list-style-type: none"> • Helmet shall defeat NIJ 0101.06 Level IIIA threats (.357 SIG and .44 Magnum) when tested in accordance with NIJ 0106.01 protocol. • Helmet shall maintain all aforementioned ballistic performance specifications after conditioning, in the following environments: Ambient (70°F) for a minimum of 24 hours; Extreme hot (160°F) for a minimum of 24 hours and then lowered to (130°F) for an additional minimum of 24 hours; extreme cold (-60°F) for a minimum of 24 hours; immersion in seawater at 70°F IAW ASTM D1141-98 for a minimum of 8 hours; immersion in gasoline at 70°F IAW ASTM D910 for a minimum of 15 minutes, wiped dry, and let stand for 24 hours. 		

SPECIFICATIONS

Page 2 of 21

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**ITEM 0001 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5177- UPC: 638632218625 BLACK – MEDIUM or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0001 (cont.)	<p><u>Blunt Impact:</u> The measured accelerations shall not be more than 150G (gravitational constant) when tested IAW AR/PD 14-01 (supersedes AR/PD 10-02 and CO/PD 05-04).</p>		
	<p><u>Liner Characteristics</u></p> <ul style="list-style-type: none"> • The suspension system shall include removable comfort pads that can be positioned by the end user. • The comfort pads shall attach to a removable 3-piece impact liner. • The fitband shall be adjustable using a dial and the fitband shall also be removable. The liner is functional and does not need to be replaced if fitband removed. • When the fitband is removed an additional comfort pad shall be able to be installed at the nape position to provide additional stability. • The fitband shall be able to be positioned at different heights and locations to provide additional adjustment to different head heights and widths. • The liner shall be size specific. • The fitband shall attach to the Extra Padded Protection impact liner using snap baskets embedded in the Extra Padded Protection and shall attach to the retention system using hook and loop. 		
	<p><u>Retention System:</u></p> <ul style="list-style-type: none"> • 4-point retention system with chin cup and adjustable straps • Straps will have no loose ends • Adjustable using locking cam tensioners operable with one hand • Retention system shall attach at the same points as the rails 		

SPECIFICATIONS

Page 3 of 21

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**ITEM 0001 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5177- UPC: 638632218625 BLACK – MEDIUM or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0001 (cont.)	<p><u>NVG Shroud Characteristics:</u></p> <ul style="list-style-type: none"> • Serves as an interface for a Wilcox L4 or approved equal front mount designed for popular night vision goggle (NVG) devices, such as PVS-7, PVS-14, PVS-15, PVS-21, and PVS-31. • Acts as an interface for the Caiman Fixed Arm and Caiman NVG Arm Visors, which provide Class 2 ballistic fragmentation protection per MIL-PRF-32432(GL). • Utilizes standard MARSOC/WARCOM (Marine Special Operations Command) 3-hole pattern • Shall not require any modification or additional drill holes 		
	<p><u>Rails:</u></p> <ul style="list-style-type: none"> • Left and right rails • Contain cable Management bungees at the middle and aft positions. • Contain bungee hooks for NVG stability and security at the forward position. • Upper and lower rail positions accept adaptors for Picatinny rail attachments, communications headsets, ballistic and bump protection mandibles, and swivel clip straps for protective goggles. • Accommodates cameras, lights, and other accessories to be outfitted. • Design shall allow for easy, one-handed attachment of attachment clips for oxygen masks such as the PHAOS (Parachutists High Altitude Oxygen Supply) oxygen mask. • Attach to the helmet via the same holes used for attachment of the retention system. 		

SPECIFICATIONS

Page 4 of 21

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4-0530-5177- UPC: 638632218625 BLACK – MEDIUM or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0001 (cont.)	<u>Compatibility:</u> Visors Caiman Fixed Arm Visor or approved equal Caiman NVG Arm Visor or approved equal Mandibles Caiman Ballistic Mandible or approved equal Caiman Bump Mandible or approved equal		
	Warranty: 7 year warranty		

SPECIFICATIONS

Page 5 of 21

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**ITEM 0002 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5179- UPC: 638632218649 BLACK – LARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0002	<u>Helmet Configuration:</u> Caiman Ballistic Shell, Retention System, Suspension System, Rails, Hook and Loop, Wilcox L4 Series Night Vision Goggles (NVG) Shroud or Approved Equal		
	<u>Cut:</u> High cut		
	<u>Size:</u> Large		
	<u>Length:</u> 195 – 208 mm 7-3/4 – 8-1/4 in.		
	<u>Width:</u> 155 – 170 mm 6 – 6-3/4 in.		
	<u>Circumference:</u> 580 – 600 mm 22-3/4 – 23-1/2 in.		
	<u>Color:</u> Black		
	<u>Suspension System:</u> <ul style="list-style-type: none"> • Liner • Removable comfort pads • Removable Extra Padded Protection impact liner • Removable fitband with dial adjustment 		
	<u>Resistance to Penetration:</u> <ul style="list-style-type: none"> • Helmet shall defeat NIJ 0101.06 Level IIIA threats (.357 SIG and .44 Magnum) when tested in accordance with NIJ 0106.01 protocol. • Helmet shall maintain all aforementioned ballistic performance specifications after conditioning, in the following environments: Ambient (70°F) for a minimum of 24 hours; Extreme hot (160°F) for a minimum of 24 hours and then lowered to (130°F) for an additional minimum of 24 hours; extreme cold (-60°F) for a minimum of 24 hours; immersion in seawater at 70°F IAW ASTM D1141-98 for a minimum of 8 hours; immersion in gasoline at 70°F IAW ASTM D910 for a minimum of 15 minutes, wiped dry, and let stand for 24 hours. 		

SPECIFICATIONS

Page 6 of 21

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**ITEM 0002 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5179- UPC: 638632218649 LARGE – LARGE or Approved Equal)**

	DESCRIPTION	Meets Specificati on (Y/N)	DEVIATION (if applicable)
0002 (cont.)	<p><u>Blunt Impact:</u> The measured accelerations shall not be more than 150G (gravitational constant) when tested IAW AR/PD 14-01 (supersedes AR/PD 10-02 and CO/PD 05-04).</p>		
	<p><u>Liner Characteristics</u></p> <ul style="list-style-type: none"> • Shall include removable comfort pads that can be positioned by the end user. • Comfort pads shall attach to a removable 3-piece Extra Padded Protection impact liner. • Fitband shall be adjustable using a dial and the fitband shall also be removable. The liner is functional and does not need to be replaced if fitband removed. • When the fitband is removed an additional comfort pad shall be able to be installed at the nape position to provide additional stability. • Fitband shall be able to be positioned at different heights and locations to provide additional adjustment to different head heights and widths. • Liner shall be size specific. • Fitband shall attach to the EXTRA PADDED PROTECTION impact liner using snap baskets embedded in the EXTRA PADDED PROTECTION and shall attach to the retention system using hook and loop. 		
	<p><u>Retention System:</u></p> <ul style="list-style-type: none"> • 4-point retention system with chin cup and adjustable straps • Straps will have no loose ends • Adjustable using locking cam tensioners operable with one hand • Retention system shall attach a the same points as the rails 		

SPECIFICATIONS

Page 7 of 21

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4-0530-5179- UPC: 638632218649 BLACK – LARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0002 (cont.)	<p><u>NVG Shroud Characteristics:</u></p> <ul style="list-style-type: none"> • Serves as an interface for a Wilcox L4 or approved equal front mount designed for popular night vision goggle (NVG) devices, such as PVS-7, PVS-14, PVS-15, PVS-21, and PVS-31. • Acts as an interface for the Caiman Fixed Arm and Caiman NVG Arm Visors, which provide Class 2 ballistic fragmentation protection per MIL-PRF-32432(GL). • Utilizes standard MARSOC/WARCOM (Marine Special Operations Command) 3-hole pattern • Shall not require any modification or additional drill holes 		
	<p><u>Rails:</u></p> <ul style="list-style-type: none"> • Left and right rails • Contain cable Management bungees at the middle and aft positions. • Contain bungee hooks for NVG stability and security at the forward position. • Upper and lower rail positions accept adaptors for Picatinny rail attachments, communications headsets, ballistic and bump protection mandibles, and swivel clip straps for protective goggles. • Accommodates cameras, lights, and other accessories to be outfitted. • Design shall allow for easy, one-handed attachment of attachment clips for oxygen masks such as the PHAOS (Parachutists High Altitude Oxygen Supply) oxygen mask. • Attach to the helmet via the same holes used for attachment of the retention system. 		

SPECIFICATIONS

Page 8 of 21

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**ITEM 0002 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5179- UPC: 638632218649 BLACK – LARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0002 (cont.)	Compatibility: Visors Caiman Fixed Arm Visor or approved equal Caiman NVG Arm Visor or approved equal Mandibles Caiman Ballistic Mandible or approved equal Caiman Bump Mandible or approved equal		
	Warranty: 7 year warranty		

SPECIFICATIONS

Page 9 of 21

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**ITEM 0003 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5181- UPC: 638632218663 BLACK – XLARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
ITEM 0003	Helmet Configuration: Caiman Ballistic Shell, Retention System, Suspension System, Rails, Hook and Loop, Wilcox L4 Series Night Vision Goggles (NVG) Shroud or Approved Equal		
	Cut: High cut		
	Size: XLarge		
	Length: 203 – 2174 mm 8 – 8-1/2 in.		
	Width: 160 – 175 mm 6-1/4 – 7 in.		
	Circumference: 600 – 620 mm 23-1/2 – 24-1/2 in.		
	Color: Black		
	Suspension System: <ul style="list-style-type: none"> • Liner • Removable comfort pads • Removable Extra Padded Protection impact liner • Removable fitband with dial adjustment 		
	Resistance to Penetration: <ul style="list-style-type: none"> • Helmet shall defeat NIJ 0101.06 Level IIIA threats (.357 SIG and .44 Magnum) when tested in accordance with NIJ 0106.01 protocol. • Helmet shall maintain all aforementioned ballistic performance specifications after conditioning, in the following environments: Ambient (70°F) for a minimum of 24 hours; Extreme hot (160°F) for a minimum of 24 hours and then lowered to (130°F) for an additional minimum of 24 hours; extreme cold (-60°F) for a minimum of 24 hours; immersion in seawater at 70°F IAW ASTM D1141-98 for a minimum of 8 hours; immersion in gasoline at 70°F IAW ASTM D910 for a minimum of 15 minutes, wiped dry, and let stand for 24 hours. 		

SPECIFICATIONS

Page 10 of 21

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**ITEM 0003 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5181- UPC: 638632218663 BLACK – XLARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0003 (cont.)	<u>Blunt Impact:</u> The measured accelerations shall not be more than 150G (gravitational constant) when tested IAW AR/PD 14-01 (supersedes AR/PD 10-02 and CO/PD 05-04).		
	<u>Liner Characteristics</u> <ul style="list-style-type: none"> • The suspension system shall include removable comfort pads that can be positioned by the end user. • The comfort pads shall attach to a removable 3-piece Extra Padded Protection impact liner. • The fitband shall be adjustable using a dial and the fitband shall also be removable. The liner is functional and does not need to be replaced if fitband removed. • When the fitband is removed an additional comfort pad shall be able to be installed at the nape position to provide additional stability. • The fitband shall be able to be positioned at different heights and locations to provide additional adjustment to different head heights and widths. • The liner shall be size specific. • The fitband shall attach to the Extra Padded Protection impact liner using snap baskets embedded in the Extra Padded Protection and shall attach to the retention system using hook and loop. 		
	<u>Retention System:</u> <ul style="list-style-type: none"> • 4-point retention system with chin cup and adjustable straps • Straps will have no loose ends • Adjustable using locking cam tensioners operable with one hand • Retention system shall attach a the same points as the rails 		

SPECIFICATIONS

Page 11 of 21

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**ITEM 0003 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5181- UPC: 638632218663 BLACK – XLARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0003 (cont.)	<p><u>NVG Shroud Characteristics:</u></p> <ul style="list-style-type: none"> • Serves as an interface for a Wilcox L4 or approved equal front mount designed for popular night vision goggle (NVG) devices, such as PVS-7, PVS-14, PVS-15, PVS-21, and PVS-31. • Acts as an interface for the Caiman Fixed Arm and Caiman NVG Arm Visors, which provide Class 2 ballistic fragmentation protection per MIL-PRF-32432(GL). • Utilizes standard MARSOC/WARCOM (Marine Special Operations Command) 3-hole pattern • Shall not require any modification or additional drill holes 		
	<p><u>Rails:</u></p> <ul style="list-style-type: none"> • Left and right rails • Contain cable Management bungees at the middle and aft positions. • Contain bungee hooks for NVG stability and security at the forward position. • Upper and lower rail positions accept adaptors for Picatinny rail attachments, communications headsets, ballistic and bump protection mandibles, and swivel clip straps for protective goggles. • Accommodates cameras, lights, and other accessories to be outfitted. • Design shall allow for easy, one-handed attachment of attachment clips for oxygen masks such as the PHAOS (Parachutists High Altitude Oxygen Supply) oxygen mask. • Attach to the helmet via the same holes used for attachment of the retention system.. 		

SPECIFICATIONS

Page 12 of 21

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**ITEM 0003 HELMET (Model: Galvion Caiman Ballistic Helmet
4-0530-5181- UPC: 638632218663 BLACK – XLARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0003 (cont.)	Compatibility: Visors Caiman Fixed Arm Visor or approved equal Caiman NVG Arm Visor or approved equal Mandibles Caiman Ballistic Mandible or approved equal Caiman Bump Mandible or approved equal		
	Warranty: 7 year warranty		

SPECIFICATIONS

Page 13 of 21

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**ITEM 0004 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9973- V-A3 MC 1H BLK MSS –MEDIUM or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0004	Helmet System: Ballistic Shell, Retention System, Suspension System or Approved Equal		
	Cut: Mid cut		
	Size: Medium		
	Length: 183 – 300 mm		
	Width: 142 – 160 mm		
	Circumference: 545 – 577 mm		
	Color: Black		
	Retention and Suspension System: 4-point retention system with chin cup and adjustable straps that is integrated in the suspension system fit band. The straps have no loose ends		
	Suspension System: Includes impact pads, fit band, nape support, comfort pads around the circumference and crown net ensuring airflow. The height of the crown net and nape support is adjustable. While the helmet is worn, the fit band is adjustable using a dial with one hand. The suspension system matches helmet size.		
	Helmet Cover: Made of wrinkle-free material and includes elastic accessory loops, hook and loop for attaching patches, counterweights.		
Compatibility: Helmet system, specifically the retention and suspension system, is fully compatible with commonly used communication devices and will accommodate the use of NVGs and Chem/Bio masks. 1 NVG mount hole and 4 retention system holes are provided in the shell.			

SPECIFICATIONS

Page 14 of 21

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

**ITEM 0004 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9973- V-A3 MC 1H BLK MSS –MEDIUM or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0004 (cont.)	<p><u>Performance:</u> Helmet system provides both blunt and ballistic protection to the user's head and serves as a platform for helmet mounted accessories and additional modular facial protection. The base helmet system provides the following ballistic and non-ballistic protection: <u>Fragmentation protection:</u> 1.1g/17gr FSP V50 > 670 m/s. When tested in accordance with U.S. Military Advanced Combat Helmet (ACH) fragmentation protocols. <u>Small arms protection:</u> Resistance to penetration against NIJ level IIIA threats. <u>Blunt impact protection:</u> Protection against multiple low velocity impacts in various conditions (hot, cold and ambient temperatures) by limiting head deceleration to 150 G when impacted at 10 ft/s in accordance with the U.S. Military's Advanced Combat Helmet (ACH) impact protocols.</p>		
	<p><u>Front Mount Characteristics:</u> Compatible with helmet sizing</p>		

SPECIFICATIONS

Page 15 of 21

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**ITEM 0004 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9973- V-A3 MC 1H BLK MSS –MEDIUM or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0004 (cont.)	<p><u>Rail System Characteristics</u> Rail system consists of left and right rails in 4 sizes to fit small through extra-large helmets . Locks with Front Mount to ensure no rotational movement. Multiple entry points accept widely used rail bases, such as swivel clips, picatinny and winged rail bases. Accommodates cameras, lights, and other accessories to be outfitted. Design allows for easy, one-handed attachment of widely used rail bases and accommodates O2 clips for use with oxygen masks. Does not require any modification or additional drill holes. A set of size Medium rails (includes two rails) weighs 85g in total.</p>		
	<p><u>WARRANTY</u></p> <ul style="list-style-type: none"> • Helmet shell: 7 year warranty • Helmet components-non consumable (fit band, hardware, buckles): 3 year warranty 		

SPECIFICATIONS

Page 16 of 21

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**ITEM 0005 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9974- V-A3 MC 1H BLK MSS –LARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0005	Helmet System: Ballistic Shell, Retention System, Suspension System or Approved Equal		
	Cut: Mid cut		
	Size: Large		
	Length: 192 – 207 mm		
	Width: 147 – 167 mm		
	Circumference: 566 – 600 mm		
	Color: Black		
	Retention and Suspension System: 4-point retention system with chin cup and adjustable straps that is integrated in the suspension system fit band. The straps have no loose ends		
	Suspension System: Includes impact pads, fit band, nape support, comfort pads around the circumference and crown net ensuring airflow. The height of the crown net and nape support is adjustable. While the helmet is worn, the fit band is adjustable using a dial with one hand. The suspension system matches helmet size.		
	Helmet Cover: Made of wrinkle-free material and includes elastic accessory loops, hook and loop for attaching patches, counterweights.		
Compatibility: Helmet system, specifically the retention and suspension system, is fully compatible with commonly used communication devices and will accommodate the use of NVGs and Chem/Bio masks. 1 NVG mount hole and 4 retention system holes are provided in the shell.			

SPECIFICATIONS

Page 17 of 21

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**ITEM 0005 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9974- V-A3 MC 1H BLK MSS –LARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0005 (cont.)	<p><u>Performance:</u> Helmet system provides both blunt and ballistic protection to the user's head and serves as a platform for helmet mounted accessories and additional modular facial protection. The base helmet system provides the following ballistic and non-ballistic protection: <u>Fragmentation protection:</u> 1.1g/17gr FSP V50 > 670 m/s. When tested in accordance with U.S. Military Advanced Combat Helmet (ACH) fragmentation protocols. <u>Small arms protection:</u> Resistance to penetration against NIJ level IIIA threats. <u>Blunt impact protection:</u> Protection against multiple low velocity impacts in various conditions (hot, cold and ambient temperatures) by limiting head deceleration to 150 G when impacted at 10 ft/s in accordance with the U.S. Military's Advanced Combat Helmet (ACH) impact protocols.</p>		
	<p><u>Front Mount Characteristics:</u> Compatible with helmet sizing</p>		

SPECIFICATIONS

Page 18 of 21

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**ITEM 0005 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9974- V-A3 MC 1H BLK MSS –LARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0005 (cont.)	<p><u>Rail System Characteristics:</u> Rail system consists of left and right rails in 4 sizes to fit small through extra-large helmets . Locks with Front Mount to ensure no rotational movement. Multiple entry points accept widely used rail bases, such as swivel clips, picatinny and winged rail bases. Accommodates cameras, lights, and other accessories to be outfitted. Design allows for easy, one-handed attachment of widely used rail bases and accommodates O2 clips for use with oxygen masks. Does not require any modification or additional drill holes. A set of size Medium rails (includes two rails) weighs 85g in total.</p>		
	<p><u>WARRANTY:</u></p> <ul style="list-style-type: none"> • Helmet shell: 7 year warranty • Helmet components-non consumable (fit band, hardware, buckles): 3 year warranty 		

SPECIFICATIONS

Page 19 of 21

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**ITEM 0006 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9975- V-A3 MC 1H BLK MSS –XLARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0006	Helmet System: Ballistic Shell, Retention System, Suspension System or Approved Equal		
	Cut: Mid cut		
	Size: X-large		
	Length: 203 – 218 mm		
	Width: 155 – 175 mm		
	Circumference: 593 – 625 mm		
	Color: Black		
	Retention and Suspension System: 4-point retention system with chin cup and adjustable straps that is integrated in the suspension system fit band. The straps have no loose ends		
	Suspension System: Includes impact pads, fit band, nape support, comfort pads around the circumference and crown net ensuring airflow. The height of the crown net and nape support is adjustable. While the helmet is worn, the fit band is adjustable using a dial with one hand. The suspension system matches helmet size.		
	Helmet Cover: Made of wrinkle-free material and includes elastic accessory loops, hook and loop for attaching patches, counterweights.		
Compatibility: Helmet system, specifically the retention and suspension system, is fully compatible with commonly used communication devices and will accommodate the use of NVGs and Chem/Bio masks. 1 NVG mount hole and 4 retention system holes are provided in the shell.			

SPECIFICATIONS

Page 20 of 21

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**ITEM 0006 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9975- V-A3 MC 1H BLK MSS –XLARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0006 (cont.)	<p><u>Performance:</u> Helmet system provides both blunt and ballistic protection to the user's head and serves as a platform for helmet mounted accessories and additional modular facial protection. The base helmet system provides the following ballistic and non-ballistic protection: <u>Fragmentation protection:</u> 1.1g/17gr FSP V50 > 670 m/s. When tested in accordance with U.S. Military Advanced Combat Helmet (ACH) fragmentation protocols. <u>Small arms protection:</u> Resistance to penetration against NIJ level IIIA threats. <u>Blunt impact protection:</u> Protection against multiple low velocity impacts in various conditions (hot, cold and ambient temperatures) by limiting head deceleration to 150 G when impacted at 10 ft/s in accordance with the U.S. Military's Advanced Combat Helmet (ACH) impact protocols.</p>		
	<p><u>Front Mount Characteristics:</u> Compatible with helmet sizing</p>		

SPECIFICATIONS

Page 21 of 21

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**ITEM 0006 HELMET (Model: Galvion Batlskin Viper A3 Helmet
4-0525-9975- V-A3 MC 1H BLK MSS –XLARGE or Approved Equal)**

	DESCRIPTION	Meets Specification (Y/N)	DEVIATION (if applicable)
0006 (cont.)	<p><u>Rail System Characteristics</u> Rail system consists of left and right rails in 4 sizes to fit small through extra-large helmets. Locks with Front Mount to ensure no rotational movement. Multiple entry points accept widely used rail bases, such as swivel clips, picatinny and winged rail bases. Accommodates cameras, lights, and other accessories to be outfitted. Design allows for easy, one-handed attachment of widely used rail bases and accommodates O2 clips for use with oxygen masks. Does not require any modification or additional drill holes. A set of size Medium rails (includes two rails) weighs 85g in total.</p>		
	<p><u>WARRANTY</u></p> <ul style="list-style-type: none"> • Helmet shell: 7 year warranty • Helmet components-non consumable (fit band, hardware, buckles): 3 year warranty 		

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day of _____, 20 ____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20____.

SECRETARY