



BID PACKAGE

CITY OF BEVERLY HILLS
PURCHASING DIVISION
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA
90210 (310) 285-2440

LEGAL NOTICE - BIDS WANTED

Sealed proposals are requested on the list of materials, supplies, equipment or services set forth herein, subject to all conditions outlined in the Proposal Document, including:

- SECTION I: REQUEST FOR BIDS**
- SECTION II: GENERAL INFORMATION AND INSTRUCTION**
- SECTION III: DETAIL SPECIFICATIONS**
- SECTION IV: BID FORM**

(IF YOU CHOOSE NOT TO SUBMIT A BID, PLEASE COMPLETE PAGE 9)

Sealed proposals will be received only at the **Office of the City Clerk**, 455 North Rexford Drive, Room 290, Beverly Hills, until 2:00 p.m. local time, on the dates hereinafter stated at which time they will be opened and publicly read for furnishing the materials, supplies, equipment or services or for supplying the materials, and/or providing labor for the repair, construction or improvement as the case may be, as indicated by the items hereunder listed and in accordance with the applicable specifications.

SECTION I – REQUEST FOR BIDS

Date of Request: September 8, 2016

Bid Number: 16-23

Item Description: Protective Soft Body Armor (Duty Vest)

Question Period: September 12-15, 2016. All inquiries must be received via email during this period. Emails must be sent to: jkim@beverlyhills.org.

Bid Opening: September 20, 2016 at 2:00PM

All bids must be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. Mailed bids, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm - electronic bids (telephone, FAX, etc.) are **NOT** acceptable.

BID DEPOSIT - NONE REQUIRED WITH THIS BID

PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS BID.

THE CITY RETAINS THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND/OR ELECT NOT TO AWARD A BID.

CITY OF BEVERLY HILLS
SECTION II - GENERAL INFORMATION AND INSTRUCTION

1. Bid deposits of unsuccessful bidders will be returned after the bid has been awarded. A successful bidder's bid deposit will be returned after he has entered into a written contract, or after a performance bond, if required, has been executed and accepted by the City.
2. The vendor's proposal may be withdrawn at any time prior to the bid opening. No proposal may be withdrawn after the bid opening. Violation of this policy may cause forfeiture of the bid deposit and removal from qualified Bidder's List.
3. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for vendor to request additional compensation.
4. Bidders agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this contract.
5. Successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the City. Such consent shall neither relieve the bidder from his obligation nor change the terms of the contract.
6. The City shall have the right to inspect any material specified herein. Equipment, supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City at the expense of the vendor.
7. Bidder shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of this contract where such specifications meet the minimum of the City specifications.
8. Each bidder shall submit in full this completed original BID DOCUMENT and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work he proposes to furnish.
9. Bidders shall state the delivery date for commodities in terms of calendar days after notification of award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award.
10. Cash discounts shall be considered in the evaluation of the bids, except that payment periods of less than thirty (30) days will not be considered in award of this bid. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.

11. Upon the award of the bid to the successful bidder, if insurance is required by the terms of this bid, the City will require evidence of such coverage be furnished within fourteen (14) days of notification of bid award. The amounts and types of coverage will be specified in Section IV of this bid. **All insurance forms must be in a format acceptable to the City.**
12. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
13. Prices quoted herein must be firm for a period of not less than ninety (90) days after date of bid opening.
14. Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.
15. **The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City.**
16. Quantities specified in Section III are approximate only, the City reserves the right, within the period for delivery to increase or decrease the quantity ordered and upon mutual agreement after the period specified for delivery, order additional quantities of items bid.
17. "Successful bidder shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization."
18. For any questions regarding this bid, please contact Sgt. Jay Kim at 310-285-2128 or jkim@beverlyhills.org.
19. Bidders must submit one (1) original bid and one (1) copy to the City of Beverly Hills.

SECTION III – DETAIL SPECIFICATIONS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

Specifications:

This protective body armor shall be of the highest professional quality and design, providing the highest degree of concealment, flexibility, comfort and durability with minimal weight. This body armor must meet the guidelines and standards of the Beverly Hills Police Department and be in compliance with the Standards and certification rating of 0101.06 with the National Institute of Justice (NIJ). Each protective body armor shall be supplied with two (2) outer covers and a removable trauma plate. Each vest shall be permanently labeled with size and in accordance with the most current soft body armor specifications available from the National Institute of Justice.

Vendors submitting bids for this contract must submit the following solicitation package: (1) male vest with carrier, one additional carrier and a soft trauma plate; (1) female vest with carrier, one additional carrier and a soft trauma plate.

All vendors must provide the model and brand names of male and female body armor submitted, as well as the trauma plates for male and female. Vendors must also submit the manufacturer's material content, specification drawings, NIJ certification, and any other pertinent documentation relative to the submitted body armor to be included in the solicitation. The male and female sample vests must be NIJ 0101.06 certified, tested, and approved for minimum threat.

Local Service:

Realizing the value of having a local factory authorized service center in close proximity to perform efficient repairs if necessary, the City requires the bidder to be within a 35 mile radius of city hall and be a factory authorized service center. Additionally, all fittings shall occur at the Beverly Hills Police Department at a time agreed upon mutually between the Police Department and the successful bidder. However, the successful bidder shall be flexible and able to take measurements for those officers who work non-traditional work shifts within a 24 hour time period. The specific times and dates for those fittings will be determined by a police representative.

Fit:

Recognizing the unique proportions of the individual officer's physiques, true custom tailoring is required. NO STOCK SIZING. Additionally, size adjustments must be available +or- ½ inch in any direction.

All sizes of vest shall be provided in sizes from C1 through C5 consistent with each manufacturer/model approved and certified by NIJ Standard 0101.06. Each vest shall provide comfort and flexibility for the unique body design of each potential wearer. **Female** vests shall be available in standard bra chest and cup sizes or by individual measurement and still provide wrap-around protection without a loss of comfort. In addition, **female** vests shall be **FEMALE CUT**. No gender neutral vest will be accepted.

Weight of the Ballistic Panels:

Maximum allowable weight per sq ft for NIJ 0101.06 level II is 14.88 oz per sq ft.

Maximum allowable weight per sq ft for NIJ 0101.06 level IIIA is 19.84 oz per sq ft.

Configuration:

All body armor shall be of a true wrap-around design and consist of cloth carriers that will encase the front and back ballistic panels that are contoured to fit the male and female wearer with maximum comfort with a minimum of bulging or wrinkling.

The vest configuration shall be in the slip-over type which covers the major portions of the upper torso (wrap-around). The vest shall cover the chest approximately up to the collar bone and have a scoop or "v" neck sufficient to maintain concealability with an open shirt collar and extend downward to the waist, but, not so far as to cause "push-up" when seated. The vest shall be designed so as not to irritate or restrict arm movement by the wearer. The side panels shall be squared and not overlap (butt-fit).

Materials:

The vest cover (carrier) shall consist of a durable poly/cotton based material, black or navy blue in color. All seams and exposed edges shall be double stitched using a high quality thread. The outer carrier shall be removable from the ballistic panels for individual laundering. The fabric shall consist of a 100% dupont nylon Supplex or equal. The fabric shall be a durable water repellent (DRW) capable of releasing moisture without absorption allowing for higher evaporative cooling and faster drying to take place. The carrier shall be manufactured from a high quality, stable, and first class material.

Ballistic Panel Construction:

All Ballistic Panels shall be constructed using U.S. made ballistic materials due to the long and consistent history of U.S. Manufacturers producing ballistic fabric that performs well in the field and is not later subject to recall.

The ballistic panels shall be constructed in accordance with, and carry a Tested and Certified NIJ-STD-0101.06, or the most current specification, threat level II or higher. The front and back ballistic panel pockets of the carriers shall be connected and supported by durable 2" to 2 ¼" elastic/Velcro straps across the shoulders that are an integral part of the carriers. The shoulder straps shall have a continuous contour to provide comfort, support and concealability while permitting ease of adjustment.

References:

Please provide 3 references of similar size municipal law enforcement agencies that have purchased body armor from you within the past 12 months (at least 100 sworn employees).

Delivery:

The successful bidder shall begin formal measurements for officers within two [2] weeks of the bid being awarded. The successful bidder shall be responsible for delivering the completed units (vests) to the Beverly Hills Police Department no later than eight [8] weeks from the time that all measurements of officers have been completed. The successful bidder shall also be capable of providing the Police Department with incremental shipments of vests as they become available. The precise allotment of incrementally shipped units will be mutually agreed upon by police representatives and the successful bidder.

Disposal of Vests:

The successful bidder shall be responsible for collecting all used vests from the Police Department. Ownership of all used vests shall transfer immediately to the successful bidder upon collection of such vests. The successful bidder shall arrange for the disposing of the used vests in a manner that: (1) will preclude future reuse by any person outside of the City Police Department; and (2) is done in a manner that will minimize impacts to the environment. The

successful bidder shall include a description of the proposed disposal methods in its bid submittal.

The successful bidder must provide the City with the name of the vendor that will be disposing of the vests on its behalf, the specific process that will be used to dispose of the vests, and copies of written documentation that lists the serial number of each vest and the date it was disposed of.

SECTION IV - BID FORM
(Must be completed by Vendor)

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the Bid Document, including the general instructions and information to bidders, at prices indicated below:

Bid Proposal: \$ _____

Payment Terms _____

Warranty _____ Exceptions or Deviations attached **___ YES ___ NO**

Delivery _____(Number of Days)

Company Name _____ Telephone _____

Address _____

Person submitting bid _____

 Print Name

 Title

 Signature

F.O.B.

All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

TAX

All bid proposals shall be exclusive of tax; City staff will compute all tax involved when applicable.

ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interests of the City. The manufacturer of the proposed materials or equipment may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the Bidder's proposal before the award of the bid.

EXCEPTIONS

Any bidder's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

INDEMNIFICATION

The successful bidder agrees to indemnify, defend and hold harmless City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of successful bidder, or any person employed by successful bidder, including agents and independent contractors, in the performance of this agreement. Without limiting the foregoing provisions, the successful bidder specifically includes within the scope of this defense and indemnification provision any claim brought against City, its City Council, or any employee, arising out of or related to the disposal of used vests or any claims of liability, cost recovery, injunctive relief or other theories that are made pursuant to the Federal Superfund statute, 42 U.S.C. Section 9601 et seq. Or any other federal or state law related to the disposal of waste products.

INSURANCE REQUIREMENTS AND FURTHER DESCRIBED IN ATTACHMENT A, FORM OF AGREEMENT (applicable to successful bidder)

Successful bidder shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by successful bidder.

(2) A policy or policies of Product Liability insurance coverage covering bodily injury and property damage arising out of successful bidder's product with minimum limits of Twenty Five Million Dollars (\$25,000,000) per occurrence.

(3) A policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by successful bidder in performing the Scope of Work required by this Agreement.

(4) Workers' compensation as required by the state of California.

All insurance coverages shall be provided by insurers with a rating of B+; VII or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

Work on City property covered by a purchase order cannot be commenced until certificates of insurance have been approved.

Please use the official City of Beverly Hills certificate of insurance form attached as Exhibit C to Attachment A. If you use another form, the following requirements must be met to make the certificates acceptable to the City:

1	Name the City of Beverly Hills as additional insured for both GENERAL liability and AUTO liability; and
2	Have at least thirty (30) days written notice of cancellation.

All certificates of insurance must remain current until the purchase order expires or is sooner cancelled.

Upon award of the bid, the successful bidder shall be required to enter into the form of agreement, attached as Attachment A.

If your response is "**NO BID**", please explain below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____

Print Name

Signature

Title

Date

PLEASE RETURN TO:

CITY OF BEVERLY HILLS
OFFICE OF THE CITY CLERK, ROOM 290
 455 NORTH REXFORD DRIVE
 BEVERLY HILLS, CA 90210

Item: _____

Attachment A

Form of Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND _____
FOR PURCHASE OF SOFT BODY ARMOR

NAME OF CONTRACTOR: _____

RESPONSIBLE PRINCIPAL OF
CONTRACTOR: _____

CONTRACTOR'S ADDRESS:

CITY'S ADDRESS:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention:

COMMENCEMENT DATE: _____

TERMINATION DATE: _____

CONSIDERATION: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND _____
FOR PURCHASE OF SOFT BODY ARMOR

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and _____ (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work.

CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement

(including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

Or

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Contractor. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(b) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Product Liability insurance coverage covering bodily injury and property damage arising out of CONTRACTOR's product with minimum limits of Twenty Five Million Dollars (\$25,000,000) per occurrence.

(3) A policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(4) Workers' compensation as required by the state of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability, product liability and vehicle liability shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement. Without limiting the foregoing provisions, CONTRACTOR specifically includes within the scope of this defense and indemnification provision any claim brought against CITY, its City Council, or any employee, arising out of or related to the disposal of used vests or any claims of liability, cost recovery, injunctive relief, or other theories that are made pursuant to the Federal Superfund Statute, 42 U.S.C. Section 9601 et seq. Or any other Federal or state law related to the disposal of waste products.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 year(s). CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. Required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____ 201__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONTRACTOR: _____

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager

SANDRA SPAGNOLI
Chief of Police

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide the following:

- One Hundred Ten (110) units of soft body armor (vests) in accordance with the specifications set forth in Bid No. 16-23. All vests shall conform to NIJ 0101.06 standards and be manufactured in the United States. All of the ballistic panels shall be constructed using U.S. made ballistic materials.
- Contractor shall be able to provide either a level II or level IIIA soft body armor vest. It shall be the sole decision of the City to determine which type of vest will be selected prior to any manufacturing of vests begins. The maximum allowable weight per sq ft for NIJ 0101.06 level II shall be 14.88 oz per sq ft. The maximum allowable weight per sq ft for NIJ 0101.06 level IIIA shall be 19.84 oz per sq ft.
- True custom tailoring shall be required for all vests and NO STOCK SIZING will be permitted. Additionally, all size adjustments must be available +or- ½ inch in any direction.
- All sizes of vest shall be provided in sizes from C1 through C5 consistent with each manufacturer/model approved and certified by NIJ Standard 0101.06. Each vest shall provide comfort and flexibility for the unique body design of each potential wearer. Female vests shall be available in standard bra chest and cup sizes or by individual measurement and still provide wrap-around protection without a loss of comfort. In addition, female vests shall be FEMALE CUT. No gender neutral vest will be accepted.
- Contractor shall collect all used vests from City's Police Department. Ownership of all used vests shall transfer immediately to Contractor upon collection of such vests. Contractor shall arrange for the disposing of the used vests in a manner that: (1) will preclude future reuse by any person other than City's Police Department; and (2) is done in a manner that will minimize impacts to the environment. [provide description of the proposed disposal methods here.]
- Contractor shall utilize its subcontractor [x vendor] to dispose of the vests on its behalf, the specific process that will be used to dispose of the vests, and copies of written documentation that lists the serial number of each vest and the date it was disposed of. Contractor's subcontractor shall comply with all Agreement insurance and indemnification requirements.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

- A. [Insert rates]
- B. CONTRACTOR shall submit an itemized invoice to CITY for its services performed upon delivery of the goods and services required by this Agreement. CITY shall pay CONTRACTOR the amount of such undisputed billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATIO N DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

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