

**BIDDER'S PROPOSAL
FOR EIGHTY-FOUR (84) PROTECTIVE VESTS
FOR THE RACINE POLICE DEPARTMENT**

DATE AND TIME FOR RECEIVING SEALED BIDS: February 16, 2016 @ 10:00 A.M.

Place: PURCHASING DEPARTMENT
730 Washington Avenue
City Hall, Room 204
Racine, WI 53403

We propose to furnish EIGHTY-FOUR (84) PROTECTIVE VESTS FOR THE RACINE POLICE DEPARTMENT (to include all materials, except as specified to be furnished by others, ready for use, all in accordance with advertisement, plans, specifications, and contract, all as attached hereto, and all of which we have examined) for the sum shown below.

Point Blank Hi-Lite Carrier with AXII Ballistics and soft trauma plate

\$ _____ each

Upcharge to Vision carrier \$ _____ per vest

Upcharge to Elite carrier \$ _____ per vest

Upcharge to select Level III Armor \$ _____ per vest

Please complete the Bidder's Proposal attached herein in accordance with specifications, and return the entire bidder's package. Bidders are required to complete the bidder's proposal section listing their manufacturer specifications as they relate to the City of Racine's minimum specifications. Failure to comply with this requirement may result in rejection of bidder's proposal. Bids must be submitted in a sealed envelope and marked with the words "**Official Notice #3-2016**".

Signed By: _____

Company: _____

Address: _____

Phone/Email: _____

We guarantee to complete this work in _____ days after we receive a written purchase order from the City of Racine.

SPECIFICATIONS FOR EIGHTY-FOUR (84) PROTECTIVE VESTS FOR THE RACINE POLICE DEPARTMENT

INTENT: It is the intent of these specifications to describe the minimum requirements for EIGHTY-FOUR (84) Protective Vests, to be purchased by the City of Racine for use by the Racine Police Department. All parts, items, or features not specifically mentioned which are regularly furnished by the successful bidder at the bid price shall conform in strength, quality of material, and workmanship to that usually provided by the engineering practice indicated in these specifications.

WARRANTY: The successful bidder shall furnish a warranty stating that the equipment bid on is suitable for the service intended in accordance with the specifications. The article bid will carry a minimum five (5) year warranty. Any other warranty associated with the product bid shall be clearly stated at the time of bid.

Any extended warranties available shall be included as separately priced items of the bid. Warranty shall start on the date the product is put into service by the Racine Police Department. Dealer will be notified of the "in service" date. Delivery date shall not constitute the starting date.

AWARD AUTHORITY: The City of Racine will be the sole judge of the quality, construction, and suitability of the equipment or materials offered for the work to be performed in the determination of the successful bidder. The contract will be awarded to the lowest responsible bidder complying with the conditions of the invitation for bids, provided the bid is reasonable and it is in the best interest of the City of Racine to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Racine, however, reserves the right to reject any and all bids, and to waive any informality in bids received whenever such waiver is in the best interest of the City of Racine. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who is not in a position to perform the contract.

DESCRIPTION OF EQUIPMENT: A bid will not be considered if a bidder has failed to show without doubt that he is bidding on regularly manufactured equipment, tried, proven, and in current use. Printed literature describing the particular equipment, (make, model, etc.) shall be included with an acceptable bid.

NEW EQUIPMENT: Equipment shall be new and unused. Bidders shall quote on the latest model of this type of equipment manufactured by the concern they represent.

INTERCHANGEABILITY: All similar equipment purchased under one contract shall have interchangeable component parts.

DEMONSTRATION: Upon request, bidders shall submit equipment on which they bid, for demonstration before award of contract.

SERVICE REQUIREMENTS: The equipment to be purchased under these specifications shall be used by the Racine Police Department 730 Center Street, Racine, Wisconsin. Durability and reliability over the expected useful life will be a key consideration in making this award.

TECHNICAL SPECIFICATIONS: The protective vests solicited for this bid shall be POINT BLANK HI LITE AXII WITH SOFT TRAUMA PAD and certified to NIJ 0101.06 Standard, Level II. The City will require approximately 58 male vests and 3 female vests at this time that number is subject to change.

Note: Bidder will be required to state cost of upgrade to Level III armor and costs of upgraded carriers which may be selected by individual officers at his/her own expense. The Supplier will be responsible for collecting these upcharges directly from the officer at the time of the fitting.

VEST FITTING: Supplier must be able to conduct vest fitting at our location, 730 Center Street, Racine, WI 53403 between the hours of 12:00 P.M. and 12:00 A.M. on three separate dates.

SPECIFICATIONS:

A. Bidder shall provide eighty-four (84) protective vests that provide the following:

Comply Yes No Certified to NIJ Standard Level II AXII
(Level III optional at officer's expense)

Comply Yes No Supplier able to conduct individual vest fittings at our site
between the hours of 12:00 P.M. to 12:00 A.M. on three
separate dates

Comply Yes No Inner cover to be stain resistant, odor and mildew resistant

Comply Yes No Outer machine washable carrier shall be removable for
laundrying

Comply Yes No Ballistic panels must be fully warranted for five (5) years
after in-service date against defects in materials and
workmanship.

Comply Yes No Certifications, test reports, 5 year ballistic panel warranty,
and 12 month removable cover warranty must be included
with the supplier's bid. Failure to do so may be cause for
rejection of bid.

Comply Yes No Majority of vests must be delivered to RRD prior to 8/01/16

Comply Yes No This contract may be extended for an additional twelve
(12) month term upon agreement of both parties

INSTRUCTION TO BIDDERS

The specifications shall be held to include the Advertisement, Instructions to Bidders, Manufacturer's Qualifications, General Conditions, Proposal, Contract and Specifications.

All bids shall be made out as directed in the specifications and shall be on the Standard Proposal form furnished by the City of Racine. Any bid not on this form will not be accepted. Failure to comply with these requirements may result in rejection of bidder's proposal. **Bids will be placed in a sealed envelope and marked with the words "OFFICIAL NOTICE #3-2016" Please return this entire bid package with your bid.**

Bids are to be State and Federal Tax Exempt. A tax exemption certificate will be furnished to the successful bidder. No bid may be withdrawn after the time for opening bids.

Payment for the work will be in cash upon completion and acceptance of the work unless otherwise specified. If monthly payments are made, they will be made as set forth in the contract.

The City of Racine reserves the right to reject any or all bids or to accept any bid considered most advantageous to the City. It also reserves the right to waive any informality in bids received whenever such waiver is in the best interest of the City of Racine.

The accompanying bid includes the furnishing of all materials, labor and equipment required by the attached specifications, which I have carefully examined, and I hereby certify that the statements made herein are true and correct.

The undersigned represents that the prices in the accompanying bid are neither directly or indirectly the result of an agreement with any other bidder.

COMPANY: _____

ADDRESS: _____

CITY, STATE: _____

SIGNATURE: _____

PRINTED NAME: _____

BIDDER'S CERTIFICATION

I hereby certify that all statements herein are made in behalf of:

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of:

a partnership consisting of:_____

an individual trading as:_____

of the City of _____ State of _____

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE:_____

TITLE:_____

Sworn and subscribed to before me

this _____ day of _____ 20_____.

(Notary or other officer authorized to administer oaths)

SEAL:

My commission expires_____

City of Racine Indemnification and Insurance Requirements

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000)for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily

injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

CITY OF RACINE

EQUAL EMPLOYMENT OPPORTUNITY

The City of Racine has taken and wishes to maintain its leadership role in securing equal opportunity for all its citizens. In compliance with Title VI and VII of the Civil Rights Act of 1964 as amended by Executive Order 11246, 30 F. R. 12319-25 issued September 24, 1965, and Executive Order 11375, 32 F. R. 14303 issued October 13, 1967, and of rules, regulations and relevant orders of the Secretary of Labor, it is the sincere hope of the City of Racine that those contractors, subcontractors, vendors and suppliers of goods and services that do business with the City of Racine will voluntarily undertake similar efforts to ensure equal opportunity and nondiscrimination in their business operations.

To comply voluntarily with the City of Racine Affirmative Action Program each successful bidder will be expected to submit all necessary information needed relating to equal employment opportunity for approval by the Affirmative Action Office.