



## AGENDA REPORT

**Meeting Date:** July 7, 2011  
**Item Number:** F-11  
**To:** Honorable Mayor & City Council  
**From:** David L. Snowden, Chief of Police  
**Subject:** **APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ADAMSON POLICE PRODUCTS FOR THE PURCHASE OF BALLISTIC VESTS; AND**  
**AUTHORIZE A PURCHASE ORDER FOR THIS EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$63,464.12**

**Attachments:**

1. Agreement
2. Bid No. 11-34
3. Bid Wining Proposal

---

### **RECOMMENDATION**

Staff recommends that the City Council move to approve an agreement between the City of Beverly Hills and Adamson Police Products for the purchase of ballistic vests and the issuance of a purchase order to Adamson Police Products in the amount of \$63,464.12.

### **INTRODUCTION**

Over the past three years, the City has received grant awards under the Bulletproof Vest Partnership (BVP). Funds from this federal grant program will be used to assist the City in purchasing replacement ballistic vests for sworn police personnel. These vests are being replaced because they have reached the end of their useful life and are no longer under the manufacturer's warranty.

### **DISCUSSION**

On April 15, 2011, the City released Bid #11-34 requesting sealed bid proposals to supply 117 ballistic vests. The bid closed on April 28, 2011. The City received five (5) bids. U.S. Armour submitted the lowest bid to the request for proposals. However, U.S. Armour was unable to provide the City with female vests that meet the National Institute

of Justice (NIJ) 0101.06 standard. (The NIJ 0101.06 Standard establishes minimum performance requirements and test methods for the ballistic resistance of personal body armor designed to protect the torso against gunfire). Adamson Police Products submitted the second lowest bid and proposed both male and female vests that meet NIJ's 0101.06 standard.

VENDOR	BID
U.S. Armour	\$50,778.00
Adamson Police Products	\$57,826.08
Protective Products Enterprises	\$58,500.00
Galls Police Equipment	\$61,980.00
Quartermaster Uniforms and Equipment	\$64,935.00

**FISCAL IMPACT**

Funding for this purchase is budgeted in the Police Department's Bulletproof Vest Partnerships accounts (FY 2009 and FY 2010) and Fund 40 equipment replacement accounts. The total cost to purchase the 117 ballistic vests, including sales tax, is \$63,464.12. The BVP will reimburse the City for 50% of the costs associated with these purchases. Excess grant funds will remain available to the City until September 30, 2012 and will be used to assist with future ballistic vest purchases.

  
\_\_\_\_\_  
Scott G. Miller, Director  
Finance Approval

  
\_\_\_\_\_  
David L. Snowden, Chief of Police  
Police Approval

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ADAMSON POLICE PRODUCTS FOR REPLACEMENT OF SOFT BODY ARMOR

NAME OF CONTRACTOR:	Adamson Police Products
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Jim Fraser
CONTRACTOR'S ADDRESS:	10764 Noel Street Los Alamitos, CA 90720
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Chief David L. Snowden
COMMENCEMENT DATE:	Upon written notice to proceed
TERMINATION DATE:	June 30, 2012
CONSIDERATION:	\$63,464.12, more particularly described in exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ADAMSON POLICE PRODUCTS FOR REPLACEMENT OF SOFT BODY ARMOR

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

(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, attached hereto and incorporated herein.

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.

(a) 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 One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Manufacturer.

(2) 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.

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

(b) The manufacturer of the body armor vests ("Manufacturer") shall be required by the Agreement to carry a policy or policies of Product Liability insurance coverage covering bodily injury and property damage arising out of Manufacturer's product with minimum limits of Twenty Five Million Dollars (\$25,000,000) per occurrence. CONTRACTOR shall provide CITY with proof of such coverage on a form approved by CITY.

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

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 there from, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. 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 19. 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 20. 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 21. 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 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. 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

---

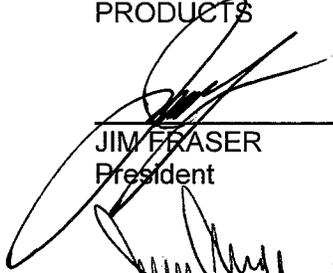
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_ (SEAL)  
BYRON POPE  
City Clerk

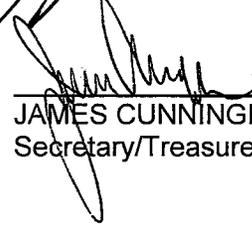
[Signatures continue]

CONTRACTOR: ADAMSON POLICE  
PRODUCTS



---

JIM FRASER  
President

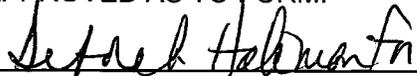


---

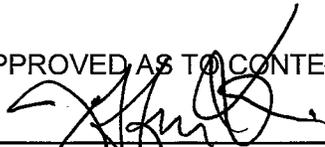
JAMES CUNNINGHAM  
Secretary/Treasurer

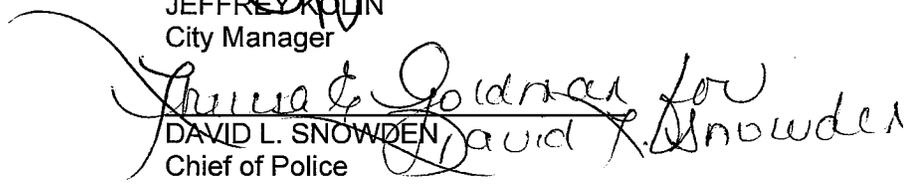
[Signatures continue]

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

  
\_\_\_\_\_  
DAVID L. SNOWDEN  
Chief of Police

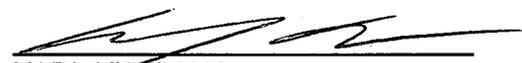
  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONTRACTOR shall provide the following:

ONE HUNDRED SEVENTEEN American Body Armor, Level II vests. The total purchase will include both the XT01 model for male officers and the XT01F for female officers. The exact number of vest to be purchased for each gender will be determined during the formal vest fitting.

**Vest Fittings:**

All fittings shall occur at the CITY Police Department ("Police Department") at a time agreed upon mutually between the Police Department and CONTRACTOR. However, CONTRACTOR 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. 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.

**Weight of the Ballistic Panels:**

Maximum allowable weight per sq ft for NIJ 0101.06 level II is 14.7 oz.

**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.

**Delivery:**

CONTRACTOR shall begin formal measurements for officers within two [2] weeks of receiving written notice to proceed. CONTRACTOR shall be responsible for delivering the completed units (vests) to the Police Department no later than eight [8] weeks from the time that final measurements of officers has been completed. CONTRACTOR shall also provide 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 CONTRACTOR.

**Disposal of Vests:**

CONTRACTOR shall be responsible for collecting all used vests from the Police Department and disposing of them in an environmentally friendly way at no cost to CITY.

CONTRACTOR must provide CITY with the name of the vendor that will be disposing of the vests on their behalf, the specific process that will be used to dispose of the vests, and written documentation that lists the serial number of each vest and the date it was disposed of.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

CONTRACTOR shall submit an itemized invoice to CITY for its services performed upon delivery of the goods required by this Agreement. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of it.

EXHIBIT B-1

**Item**

American Body Armor XTO1 and XT01 soft body armor

<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Sub Total</u></b>	<b><u>Sales Tax</u></b>
117 units	\$494.24 each	\$57,826.08	\$5,638.04

**TOTAL Purchase Price**     \$ 63,464.12

**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**A.  
B.  
C.**

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS	
					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 \_\_\_\_\_  
: \_\_\_\_\_  
\_\_\_\_\_

RM02.DOC REVISED 10/14/96.

EXHIBIT C

# **Attachment 2**

Title: 2011 Protective Soft Body Armor



**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 )***

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: April 15, 2011**

**Bid Number: 11-34**

**Item Description: Protective Soft Body Armor (Duty Vest)**

**Question Period: April 18-25, 2011. All inquiries must be received via email during This period. Emails must be sent to: [tnutall@beverlyhills.org](mailto:tnutall@beverlyhills.org).**

**Bid Opening: April 28, 2011 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.

Title: 2011 Protective Soft Body Armor

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

Title: 2011 Protective Soft Body Armor

**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.

Title: 2011 Protective Soft Body Armor

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. Terry Nutall at 310-285-2128 or [tnutall@beverlyhills.org](mailto:tnutall@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.

Title: 2011 Protective Soft Body Armor

## 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.

### 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- 1/2 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.

### Weight of the Ballistic Panels:

Maximum allowable weight per sq ft for NIJ 0101.06 level II is 14.7 oz.

Maximum allowable weight per sq ft for NIJ 0101.06 level IIIA is 18.4 oz

### 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.

Title: 2011 Protective Soft Body Armor

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 1/4" 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 (130 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.

Title: 2011 Protective Soft Body Armor

**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.

Title: 2011 Protective Soft Body Armor

**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.

Title: 2011 Protective Soft Body Armor

**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
---	---

Title: 2011 Protective Soft Body Armor

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

Title: 2011 Protective Soft Body Armor

BID NO. 11-34

**Attachment A**  
**Form of Agreement**

Item: \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND \_\_\_\_\_  
COMPANY FOR \_\_\_\_\_

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: \_\_\_\_\_

Title: 2011 Protective Soft Body Armor

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND \_\_\_\_\_  
COMPANY FOR \_\_\_\_\_

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

Title: 2011 Protective Soft Body Armor

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, attached hereto and incorporated herein.

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

Title: 2011 Protective Soft Body Armor

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,

Title: 2011Protective Soft Body Armor

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.

Title: 2011Protective Soft Body Armor

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. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. 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 19. 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 20. 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 21. 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 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. 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.

Title: 2011 Protective Soft Body Armor

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_ (SEAL)  
BYRON POPE  
City Clerk

[Signatures continue]

CONTRACTOR: \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

\_\_\_\_\_  
David L. Snowden  
Chief of Police

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall provide the following:

- The exact cost for all items specified for purchase in contract.
- One Hundred and Seventeen (117) units of soft body armor (vests). 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.
- The successful bidder 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 14.7 oz. The maximum allowable weight per sq ft for NIJ 0101.06 level IIIA shall be 18.4 oz.
- True custom tailoring shall be required for all vest and NO STOCK SIZING will be permitted. Additionally, all size adjustments must be available +or- ½ inch in any direction.
- Three (3) references of similar size municipal law enforcement agencies that have purchased soft body armor within the past 12 months (at least 130 sworn employees).
- 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.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

CONTRACTOR shall submit an itemized invoice to CITY for its services performed upon delivery of the goods required by this Agreement. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of it.



**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**A.  
B.  
C.**

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	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 \_\_\_\_\_  
 : \_\_\_\_\_  
 \_\_\_\_\_

RM02.DOC REVISED 10/14/96.

EXHIBIT C



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

**ADDENDUM NO. 1**

**PROCUREMENT of Protective Soft Body Armor**

**BID NO. 11-34**

**DATE OF ADDENDUM: April 21, 2011**

The following changes, omissions, and/or additions to the Specifications shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

In case of conflict between Specifications, and this Addendum, this Addendum shall govern.

**ITEM NO. A**

Section III – DETAIL SPECIFICATIONS

**Amended Item to read: 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.**

**Item NO. B**

**Any prospective vendor wishing to have their male and female vest examined and supporting documentation reviewed prior to the bid closing date can contact Sergeant Terry Nutall at 310-285-2128 or at [tnutall@beverlyhills.org](mailto:tnutall@beverlyhills.org). In all other cases prospective vendors must have their vest samples and supporting documentation with them on the date the bids are opened, April 28, 2011 at 2:00PM.**

End of Addendum No. 1



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

**ADDENDUM NO. 2**

**PROCUREMENT of Protective Soft Body Armor**

**BID NO. 11-34**

**DATE OF ADDENDUM: April 26, 2011**

The following changes, omissions, and/or additions to the Specifications shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

In case of conflict between Specifications, and this Addendum, this Addendum shall govern.

**ITEM NO. A**

Section III – DETAIL SPECIFICATIONS

Amended Item to read: Maximum allowable weight for NIJ0101.06 level II not to exceed 14.88 oz per sq ft. The maximum allowable weight for NIJ0101.06 IIIA not to exceed 19.84 oz per sq ft.

**Item NO. B**

FEMALE body armor must be FEMALE CUT. No Gender Neutral vest will be accepted.

End of Addendum No. 2

# **Attachment 3**



**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 )***

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: April 15, 2011**

**Bid Number: 11-34**

**Item Description: Protective Soft Body Armor (Duty Vest)**

**Question Period: April 18-25, 2011. All inquiries must be received via email during This period. Emails must be sent to: [tnutall@beverlyhills.org](mailto:tnutall@beverlyhills.org).**

**Bid Opening: April 28, 2011 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.**



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

**ADDENDUM NO. 1**

**PROCUREMENT of Protective Soft Body Armor**

**BID NO. 11-34**

**DATE OF ADDENDUM: April 21, 2011**

The following changes, omissions, and/or additions to the Specifications shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

In case of conflict between Specifications, and this Addendum, this Addendum shall govern.

**ITEM NO. A**

Section III – DETAIL SPECIFICATIONS

**Amended Item to read: 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.**

**Item NO. B**

**Any prospective vendor wishing to have their male and female vest examined and supporting documentation reviewed prior to the bid closing date can contact Sergeant Terry Nutall at 310-285-2128 or at [tnutall@beverlyhills.org](mailto:tnutall@beverlyhills.org). In all other cases prospective vendors must have their vest samples and supporting documentation with them on the date the bids are opened, April 28, 2011 at 2:00PM.**

End of Addendum No. 1



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

**ADDENDUM NO. 2**

**PROCUREMENT of Protective Soft Body Armor**

**BID NO. 11-34**

**DATE OF ADDENDUM: April 26, 2011**

The following changes, omissions, and/or additions to the Specifications shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

In case of conflict between Specifications, and this Addendum, this Addendum shall govern.

**ITEM NO. A**

Section III – DETAIL SPECIFICATIONS

Amended Item to read: Maximum allowable weight for NIJ0101.06 level II not to exceed 14.88 oz per sq ft. The maximum allowable weight for NIJ101.06 IIIA not to exceed 19.84 oz per sq ft.

**Item NO. B**

**FEMALE body armor must be FEMALE CUT. No Gender Neutral vest will be accepted.**

End of Addendum No. 2

BID NO. 11-34

Title: 2011 Protective Soft Body Armor

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

Title: 2011 Protective Soft Body Armor

**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.

Title: 2011 Protective Soft Body Armor

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. Terry Nutall at 310-285-2128 or [tnutall@beverlyhills.org](mailto:tnutall@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.

Title: 2011 Protective Soft Body Armor

## 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.

### 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- 1/2 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.

### Weight of the Ballistic Panels:

Maximum allowable weight per sq ft for NIJ 0101.06 level II is 14.7 oz.

Maximum allowable weight per sq ft for NIJ 0101.06 level IIIA is 18.4 oz

### 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.

Title: 2011 Protective Soft Body Armor

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 1/4" 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 (130 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.

Title: 2011 Protective Soft Body Armor

**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.

Title: 2011 Protective Soft Body Armor

**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:

*SEE ATTACH DOCUMENTS*

Bid Proposal: \$ LEVEL II 494.24 EA / LEVEL IIIA 572.18 EA

Payment Terms 20% 30 NET 31

Warranty 5 YRS Exceptions or Deviations attached YES  NO

Delivery 8 WKS ARO OR LESS (56 DAYS OR LESS) (Number of Days)

Company Name ADAMSON POLICE PRODUCTS Telephone 800-824-0162

Address 10764 NOEL ST. LOS ALAMITOS CA 90720

Person submitting bid JIM FRASEL PRESIDENT  
Print Name Title

*[Handwritten Signature]*  
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.



*Public Safety and Law Enforcement Specialists*

April 27, 2011

**BID NUMBER 11-34 PROTECTIVE SOFT BODY ARMOR**

Adamson Police product is offering the following products for the above described bid

ABA XT01 LEVEL 11 MALE VEST NIJ .06 certified	\$494.24 ea
ABA XT01F LEVEL 11 FEMALE CUT NIJ .06 certified	\$494.24 ea
ABA XT01 LEVEL 111A MALE VEST NIJ .06 certified	\$572.18 ea
ABA XT01F LEVEL 111A FEMALE CUT NIJ .06 certified	\$572.18 ea

Prices do not include sales tax payment terms 2%30 net 31

All support documents and samples supplied by Safariland/ABA

**\*VALUE ADDED\* SERVICES FROM ADAMSON POLICE PRODUCTS**

30 year experience fitting body armor – Adamson fitting staff are all sworn or former sworn personnel for your comfort and confidence.

Field sales representatives to fit personnel 24/7 at department location(s) as well as arranging fittings at training academy or any location of department's choice.

Field sales representatives will return to department on a regular basis 2 times per month or as needed to check fits and make adjustments, and answer questions after receipt of orders.

100% fit guarantee –we will make adjustment and or replace vests until a satisfactory fit is achieved.

The Adamson Police Products staff has successfully fit more officers for armor than any other competitor in the West.

10764 Noel Street • Los Alamitos CA 90720  
(714) 220-0906 • FAX (714) 220-1842 • (800) 824-0162

Title: 2011 Protective Soft Body Armor

**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
---	---

Title: 2011 Protective Soft Body Armor

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:

Multiple horizontal lines for providing an explanation if the response is "NO BID".

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

Title: 2011 Protective Soft Body Armor

BID NO. 11-34

**Attachment A**  
**Form of Agreement**

Item: \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND \_\_\_\_\_  
COMPANY FOR ADAMSON Police Products Body Armor

NAME OF CONTRACTOR:

ADAMSON Police Products

RESPONSIBLE PRINCIPAL OF CONTRACTOR:

JIM FRAZER

CONTRACTOR'S ADDRESS:

10764 NOBEL ST.  
LOS ALAMITOS CA  
90720

CITY'S ADDRESS: ✓

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

COMMENCEMENT DATE:

APRIL 28, 2011

TERMINATION DATE:

\_\_\_\_\_

CONSIDERATION:

\_\_\_\_\_

Title: 2011 Protective Soft Body Armor

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND \_\_\_\_\_  
COMPANY FOR ADAMSON Police Products 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

Title: 2011 Protective Soft Body Armor

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, attached hereto and incorporated herein.

**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

Title: 2011Protective Soft Body Armor

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,

Title: 2011 Protective Soft Body Armor

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.

Title: 2011 Protective Soft Body Armor

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. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. 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 19. 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 20. 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 21. 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 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. 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.

Title: 2011 Protective Soft Body Armor

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

[Signatures continue]

CONTRACTOR: \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

\_\_\_\_\_  
David L. Snowden  
Chief of Police

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall provide the following:

- The exact cost for all items specified for purchase in contract.
- One Hundred and Seventeen (117) units of soft body armor (vests). 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.
- The successful bidder 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 14.7 oz. The maximum allowable weight per sq ft for NIJ 0101.06 level IIIA shall be 18.4 oz.
- True custom tailoring shall be required for all vest and NO STOCK SIZING will be permitted. Additionally, all size adjustments must be available +or- ½ inch in any direction.
- Three (3) references of similar size municipal law enforcement agencies that have purchased soft body armor within the past 12 months (at least 130 sworn employees).
- 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.

**EXHIBIT B**

**SCHEDULE OF PAYMENT AND RATES**

**CONTRACTOR shall submit an itemized invoice to CITY for its services performed upon delivery of the goods required by this Agreement. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of it.**



## CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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 \_\_\_\_\_  
 : \_\_\_\_\_  
 \_\_\_\_\_

RM02.DOC REVISED 10/14/96.

EXHIBIT C



U.S. Department of Justice

Office of Justice Programs

*National Institute of Justice*

Washington, D.C. 20530

May 17, 2010

Scott O'Brien  
President  
Safariland, LLC  
3120 East Mission Blvd  
Ontario, CA 91761

**Notice of Compliance with NIJ Standard-0101.06**  
Body Armor Model Designation: BA-2000S-XT01  
NIJ Compliance Status Expires: May 17, 2015

Dear Mr. O'Brien:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard-0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at [www.justnet.org/CTP](http://www.justnet.org/CTP).

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

*"This model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List."*

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Debra Stoe  
Physical Scientist  
National Institute of Justice

EXPORT CONTROLLED DATA

These commodities, technology, or software are controlled  
for export in accordance with the U.S. Export  
Administration Regulation.  
Diversion contrary to U.S. law is prohibited.  
BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Perforation and BFS Summary Data

Report Number: 1DN008A Test ID: SAF08-001861 Report Date: 04/14/10  
Manufacturer: Safariland, LLC Model Designation: BA-2000S-XT01 NIJ Armor Type: 2

Threat 1 - Conditioned Armor  
Ammunition: 9mm 124/FMJ Test Velocity: 1245 ± 30 ft/s Water Submersion: No  
Shot-to-Edge: 2 inches

Shot Number	Sample 21 Size: C-5				Sample 22 Size: C-1							
	Front Panel		Back Panel		Front Panel		Back Panel					
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1267.4	0	31.0		1246.7	0	37.0		1246.2	0	30.0	
2	1247.2	0	33.0		1256.9	0	37.0		1249.4	0	32.0	
3	1223.3	0	35.0		1274.0	0	38.0		1243.5	0	32.0	
4	1277.5	0			1250.2	0			1255.1	0	1244.5	
5	1256.7	0			1253.2	0			1245.9	0	1238.5	
6	1242.0	0			1269.4	0			1253.6	0	1256.3	
7												
8												
Summary:				Perforations: 0 (Pass) Maximum BFS: 35.0 mm (no requirement)				Perforations: 0 (Pass) Maximum BFS: 36.0 mm (no requirement)				

Threat 2 - Conditioned Armor  
Ammunition: .357 Mag 158/JSP Test Velocity: 1340 ± 30 ft/s Water Submersion: No  
Shot-to-Edge: 3 inches

Shot Number	Sample 23 Size: C-5				Sample 24 Size: C-1							
	Front Panel		Back Panel		Front Panel		Back Panel					
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1363.8	0	35.5		1353.0	0	31.0		1349.5	0	30.0	
2	1365.8	0	31.0		1363.5	0	30.0		1363.7	0	32.0	
3	1375.4	0	30.5		1335.8	0	36.0		1338.3	0	31.0	
4	1381.6	0			1353.2	0			1354.0	0	1331.6	
5	1373.7	0			1352.1	0			1346.0	0	1345.2	
6	1349.9	0			1350.8	0			1357.5	0	1341.0	
7												
8												
Summary:				Perforations: 0 (Pass) Maximum BFS: 35.5 mm (no requirement)				Perforations: 0 (Pass) Maximum BFS: 32.0 mm (no requirement)				

Overall P-BFS Summary

Perforations: This requirement is for all P-BFS tested samples - New and Conditioned  
0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8.

Backface Signature: This requirement is for New armors only  
Maximum BFS: 39.0 mm  
This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.

EXPORT CONTROLLED DATA

These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited.  
BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 10N009A Test ID: SAF09-001661 Report Date: 04/14/10  
 Manufacturer: Safariland, LLC Model Designation: BA-2000S-XT01 NIJ Armor Type: 2  
 Ammunition: 9mm 124/FMJ Threat 1 - New Armor Reference Velocity: 1305 ± 30 ft/s Water Submersion: No

Shot Number	Sample 11 Front Panel			Sample 11 Back Panel			Sample 12 Front Panel			Sample 12 Back Panel			Sample 13 Front Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1270.1	0		1248.8	0		1244.8	0		1262.6	0		1316.5	0	
2	1429.0	0		1433.0	0		1379.7	0		1398.7	0		1433.6	0	
3	1488.8	0		1507.1	0		1511.0	0		1564.7	0		1549.2	0	
4	1602.0	0		1598.6	0		1648.2	0		1649.8	0		1661.4	1	
5	1703.4	1		1760.7	1		1721.9	1		1766.5	1		1685.2	0	
6	1632.3	0		1637.2	0		1687.0	1		1665.6	1		1658.8	1	
7	1703.7	0		1711.08	0		1609.08	0		1553.57	0		1608.76	1	
8	1734.34	1		1748.26	1		1684.96	0		1665.55	0		1536.77	0	
9	1673.78	0		1703.95	1		1676.03	0		1674.02	0		1555.81	0	
10	1747.36	1		1644.66	0		1721.88	0		1694.58	1		1632.33	1	
11	1668.13	0		1699.81	0		1778.94	0		1708.73	0		1560.72	0	
12	1746.98	0		1730.93	0		1835.78	1		1708.73	0		1611.71	0	
13															
14															
15															

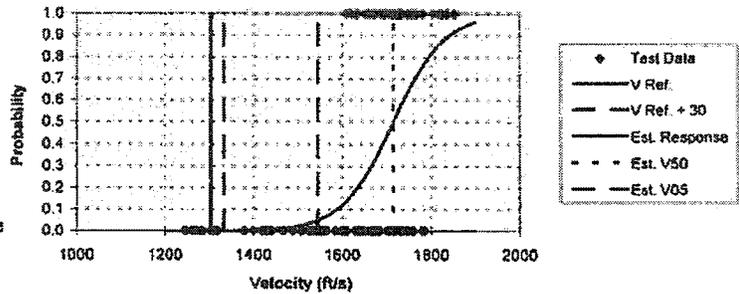
Shot Number	Sample 13 Back Panel			Sample 14 Front Panel			Sample 14 Back Panel			Sample 15 Front Panel			Sample 15 Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Note
1	1313.4	0		1309.4	0		1305.4	0		1320.1	0		1285.9	0	
2	1466.1	0		1523.0	0		1440.1	0		1421.4	0		1417.7	0	
3	1541.9	0		1620.7	1		1539.5	0		1530.1	0		1557.5	0	
4	1648.2	0		1535.6	0		1645.5	0		1630.1	0		1628.0	0	
5	1735.9	0		1282.4	0		1730.0	1		1718.9	0		1726.4	1	
6	1852.1	1		1528.0	0		1673.2	1		1815.8	1		1669.8	0	
7	1759.81	0		1536.07	0		1609.85	1		1758.89	1		1707.25	0	
8	1822.23	1		1554.29	0		1541.15	0		1706.64	1		1759.54	1	
9	1750.99	0		1599.11	0		1585.43	0		1603.76	0		1711.95	1	
10	1825.89	1		1676.97	0		1632.33	0		1660.2	0		1651.53	1	
11	1785.76	0		1804.78	1		1685.55	0		1694.58	1		1599.33	0	
12	1779.88	1		1717.39	1		1738.66	0		1663.81	1		1642.72	0	
13															
14															
15															

Summary: Total Usable Shots: 120 Acceptable Perforations below 1335 ft/s: 0 Acceptable  
 Perforations (Complete Penetrations): 35 Acceptable  
 Stops (Partial Penetrations): 85 Good

Test Data and Regression Model

Regression Analysis  
 Regression Model: Logistic  
 Model Parameters:  $\beta_0$ : -29.8  
 $\beta_1$ : 0.017  
 Estimated V50: 1715 ft/s  
 Estimated V05: 1545 ft/s

Probability of perforation at NIJ reference velocity (1305 ft/sec): 0.1% Acceptable



EXPORT CONTROLLED DATA

These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited. BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 10N009A Test ID: SAF09-001681 Report Date: 04/14/10  
Manufacturer: Safariland, LLC. Model Designation: BA-2000S-XT01 NIJ Armor Type: 2

Ammunition: .357 Mag 158/JSP Threat 2 - New Armor Reference Velocity: 1430 ± 30 ft/s Water Submersion: No

Shot Number	Sample 16			Sample 16			Sample 17			Sample 17			Sample 18		
	Front Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Back Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Front Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Back Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Front Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note
1	1424.3	0		1427.6	0		1416.9	0		1430.1	0		1422.4	0	
2	1575.1	0		1549.7	0		1554.6	0		1536.6	0		1518.8	0	
3	1842.2	0		1855.5	1		1826.4	0		1612.3	0		1590.1	0	
4	1668.8	1		1577.4	0		1757.5	1		1729.6	1		1704.4	1	
5	1703.1	0		1830.5	1		1675.6	1		1683.4	1		1665.6	1	
6	1697.9	1		1594.0	1		1602.8	1		1577.4	0		1585.5	1	
7	1699.96	1		1630.47	1		1573.28	1		1620	1		1503.22	0	
8	1632.37	1		1524.46	0		1450.82	0		1582.93	0		1558.81	0	
9	1587.5	0		1570.26	0		1513.18	0		1643.33	0		1624.32	0	
10	1645.03	1		1836.76	1		1580.09	0		1655.25	1		1658.85	1	
11	1596.57	0		1583.98	0		1651.1	1		1619.77	1		1612.3	1	
12	1647.21	0		1589.69	0		1595.5	0		1569.01	0		1555.34	0	
13															
14															
15															

Shot Number	Sample 18			Sample 19			Sample 19			Sample 20			Sample 20		
	Back Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Front Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Back Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Front Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Back Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note
1	1427.8	0		1428.8	0		1420.8	0		1432.4	0		1433.5	0	
2	1525.1	0		1516.0	0		1521.1	0		1534.2	0		1520.0	0	
3	1638.1	0		1670.8	0		1630.6	1		1606.0	0		1608.6	1	
4	1656.3	0		1746.8	1		1532.0	0		1736.4	1		1556.4	0	
5	1732.0	1		1738.4	1		1586.5	1		1636.0	1		1591.6	1	
6	1707.3	1		1642.2	1		1540.0	0		1576.6	0		1530.7	0	
7	1630.47	1		1601.52	1		1591.64	1		1634.84	1		1602.6	1	
8	1590.89	0		1508.08	0		1554.41	0		1572.55	1		1541.19	0	
9	1594.21	1		1570.78	0		1602.82	0		1527.3	0		1593.46	0	
10	1548.45	0		1626.21	1		1653.29	1		1570.05	1		1665.36	1	
11	1623.21	1		1573.54	0		1579.88	0		1531.06	0		1591.64	1	
12	1564.26	0		1616.03	0		1628.34	0		1586.53	0		1545.31	0	
13															
14															
15															

Summary: Total Usable Shots: 120 Good Perforations below 1460 ft/s: 0 Acceptable  
Perforations (Complete Penetrations): 49 Acceptable  
Stops (Partial Penetrations): 71 Acceptable

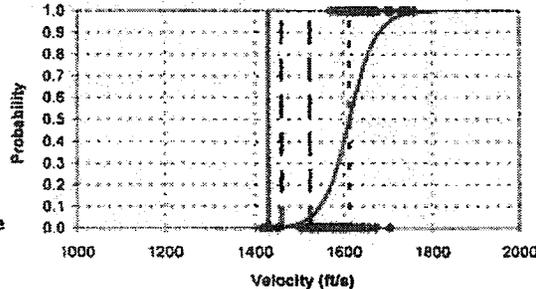
Test Data and Regression Model

Regression Analysis  
Regression Model: Logistic  
Model Parameters:  $\beta_0$ : -53.1  
 $\beta_1$ : 0.033

Estimated V50: 1613 ft/s

Estimated V05: 1523 ft/s

Probability of perforation at NIJ reference velocity (1305 ft/sec): 0.2% Acceptable



EXPORT CONTROLLED DATA

These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited.

BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

**Ballistic Limit Summary Data**

Report Number: 10N009A Test ID: SAF09-001861 Report Date: 04/14/10  
 Manufacturer: Safariland, LLC. Model Designation: BA-2000S-XT01 NIJ Armor Type: 2

**Threat 1 - Conditioned Armor**  
 Ammunition: 9mm 124/FMJ  
 Test Velocity: 1245 ± 30 ft/s Wet: No

**Threat 2 - Conditioned Armor**  
 Ammunition: 357 Mag 158/JSP  
 Test Velocity: 1340 ± 30 ft/s Wet: No

Shot Number	Sample 25			Sample 25		
	Front Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Back Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note
1	1233.6	0		1222.5	0	
2	1346.5	0		1319.6	0	
3	1472.6	0		1402.5	0	
4	1544.8	0		1530.4	0	
5	1673.6	1		1606.2	0	
6	1580.3	0		1713.0	1	
7	1676.08	1		1657.46	0	
8	1618.35	1		1676.08	0	
9	1566.74	0		1720.79	1	
10	1606.73	0		1656.31	1	
11	1853.77	0		1642.2	1	
12	1696.08	0		1600.98	0	
13						
14						
15						

**Summary:**  
 Total Usable Shots: 24 Acceptable  
 Perforations (CP): 7  
 Stops (PP): 17  
 Perforations below 1275 ft/s: 0 Acceptable

**Regression Analysis**  
 Regression Model: Logistic  
 Model Parameters:  $\beta_0$ : -48.5  
 $\beta_1$ : 0.029

Estimated V50: 1666 ft/s

Shot Num	Sample 26			Sample 26		
	Front Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note	Back Avg. Vel. (ft/sec)	Panel Perf (Y=1/N=0)	Note
1	1357.5	0		1339.4	0	
2	1456.8	0		1459.8	0	
3	1547.2	0		1540.9	1	
4	1641.4	1		1467.3	0	
5	1565.3	1		1517.4	0	
6	1486.6	0		1576.3	0	
7	1520.65	0		1613.84	1	
8	1588.33	0		1589.08	1	
9	1617.58	0		1519	0	
10	1636.76	0		1598.08	0	
11	1702.89	1		1593.88	0	
12	1670.41	0		1661.64	0	
13						
14						
15						

**Summary:**  
 Total Usable Shots: 24 Acceptable  
 Perforations (CP): 6  
 Stops (PP): 18  
 Perforations below 1370 ft/s: 0 Acceptable

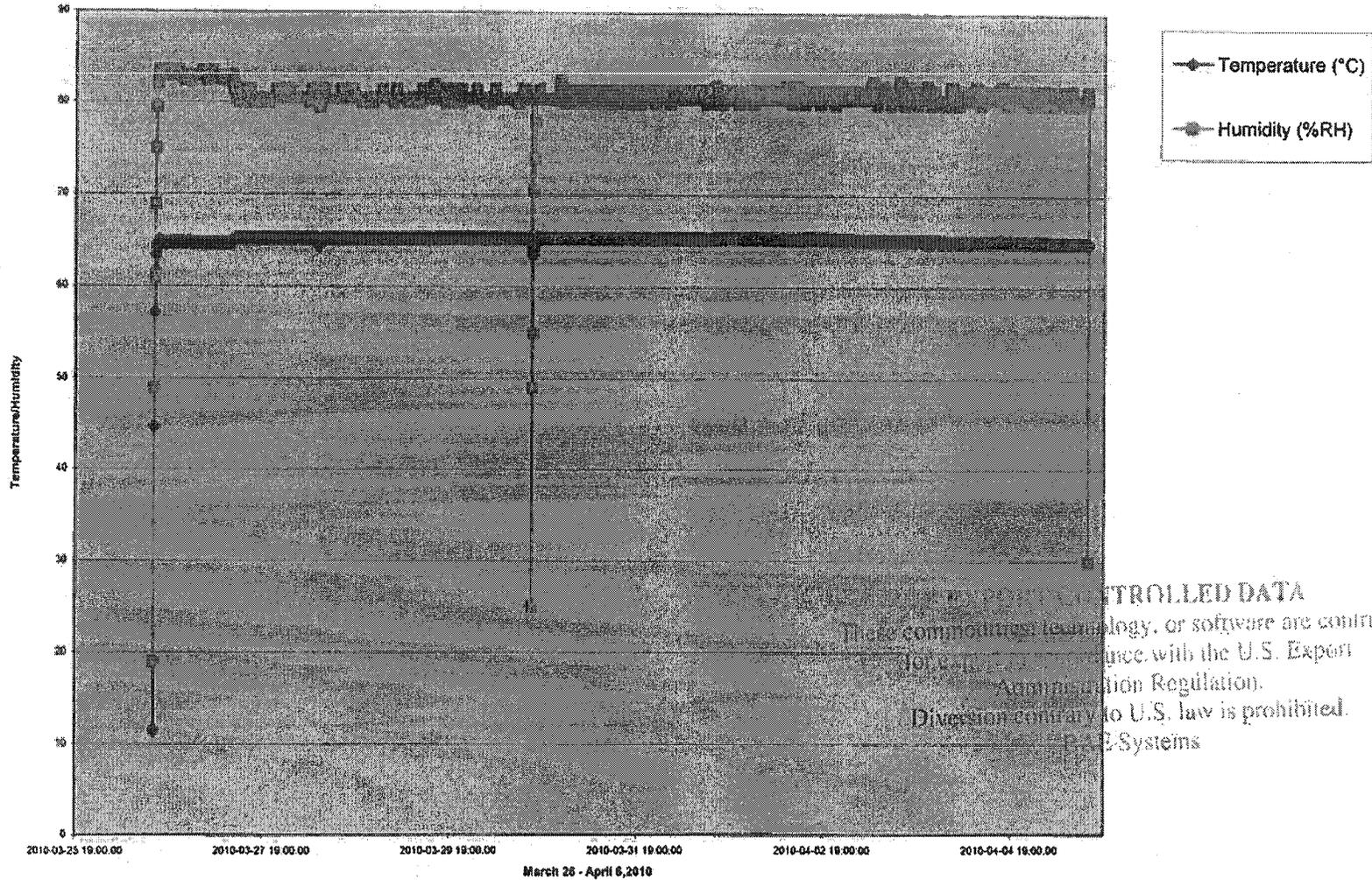
**Regression Analysis**  
 Regression Model: Logistic  
 Model Parameters:  $\beta_0$ : -21.5  
 $\beta_1$ : 0.013

Estimated V50: 1661 ft/s

Overall Ballistic Limit Summary	
Perforations below Vref + 30 ft/sec:	0 This requirement is for all Ballistic Limit tested samples - New and Conditioned This armor model meets the low perforation velocity performance requirements of NIJ Standard-0101.06 Section 7.9.5.
Probability of perforation at the P-BFS reference velocity	This requirement is for New armors only
Threat 1:	0.1%
Threat 2:	0.2%
This armor model meets the estimated V05 performance requirements of NIJ Standard-0101.06 Section 7.9.5.	

**EXPORT CONTROLLED DATA**  
 These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited.  
 BAE Systems

10N009/10N010



CONTROLLED DATA  
These commodities, technology, or software are controlled  
under the Export Administration Regulations, 31 CFR 1201.16  
and 1201.18. Diversion contrary to U.S. law is prohibited.  
© 2010 P&Z Systems

## United States Test Laboratory NIJ 0101.06 Conditioning Test

Date inserted 3/26/2010 Date Removed 4/5/2010 Manufacturer Safariland  
 Time inserted 3:00pm Time Removed 3:00pm Model 10N009/SAF09-001661

Friday, March 26, 2010			Saturday, March 27, 2010			Sunday, March 28, 2010			Monday, March 29, 2010			Tuesday, March 30, 2010		
Hour	Count	Count Ck	Hour	Count	Count Ck	Hour	Count	Count Ck	Hour	Count	Count Ck	Hour	Count	Count Ck
0100			0100	3000		0100	10200		0100	17400		0100	24600	
0200			0200	3300		0200	10500		0200	17700		0200	24900	
0300			0300	3600		0300	10800		0300	18000		0300	25200	
0400			0400	3900		0400	11100		0400	18300		0400	25500	
0500			0500	4200		0500	11400		0500	18600		0500	25800	
0600			0600	4500		0600	11700		0600	18900		0600	26100	
0700			0700	4800		0700	12000		0700	19200		0700	26400	
0800			0800	5100		0800	12300		0800	19500		0800	26700	26705
0900			0900	5400	5489	0900	12600	12766	0900	19800	19828	0900	27000	
1000			1000	5700		1000	12900		1000	20100		1000	27300	
1100			1100	6000	6124	1100	13200		1100	20400		1100	27600	
1200			1200	6300		1200	13500		1200	20700		1200	27900	
1300			1300	6600		1300	13800		1300	21000		1300	28200	
1400			1400	6900		1400	14100		1400	21300	21294	1400	28500	
1500			1500	7200		1500	14400		1500	21600		1500	28800	28805
1600	300		1600	7500		1600	14700		1600	21900		1600	29100	
1700	600		1700	7800		1700	15000	15150	1700	22200		1700	29400	
1800	900		1800	8100		1800	15300		1800	22500		1800	29700	
1900	1200		1900	8400		1900	15600		1900	22800		1900	30000	
2000	1500		2000	8700		2000	15900		2000	23100		2000	30300	
2100	1800		2100	9000		2100	16200		2100	23400		2100	30600	
2200	2100		2200	9300		2200	16500		2200	23700		2200	30900	
2300	2400		2300	9600		2300	16800		2300	24000		2300	31200	
2400	2700		2400	9900		2400	17100		2400	24300		2400	31500	

Drum #: 4  
 Total Rotations 71989

**EXPORT CONTROL LED DATA**  
 These commodities, technology or software are controlled  
 for export in accordance with the U.S. Export  
 Administration Regulations.  
 Diversion contrary to U.S. law is prohibited.  
 BAP Systems

## United States Test Laboratory NIJ 0101.06 Conditioning Test

Date inserted 3/26/2010      Date Removed 4/5/2010      Manufacturer Safariland  
 Time inserted 3:00pm      Time Removed 3:00pm      Model 10N009/SAF09-001661

Wednesday, March 31, 2010			Thursday, April 01, 2010			Friday, April 02, 2010			Saturday, April 03, 2010			Sunday, April 04, 2010			Monday, April 05, 2010		
Hour	Count	Count Ck	Hour	Count	Count Ck	Hour	Count	Count Ck	Hour	Count	Count Ck	Hour	Count	Count Ck	Hour	Count	Count Ck
0100	31800		0100	39000		0100	46200		0100	53400		0100	60600		0100	67800	
0200	32100		0200	39300		0200	46500		0200	53700		0200	60900		0200	68100	
0300	32400		0300	39600		0300	46800		0300	54000		0300	61200		0300	68400	
0400	32700		0400	39900		0400	47100		0400	54300		0400	61500		0400	68700	
0500	33000		0500	40200		0500	47400		0500	54600		0500	61800		0500	69000	
0600	33300		0600	40500		0600	47700		0600	54900		0600	62100		0600	69300	
0700	33600		0700	40800		0700	48000		0700	55200	55198	0700	62400	62410	0700	69600	
0800	33900	33925	0800	41100	41120	0800	48300		0800	55500		0800	62700		0800	69900	69892
0900	34200		0900	41400		0900	48600		0900	55800		0900	63000		0900	70200	
1000	34500		1000	41700		1000	48900	48945	1000	56100		1000	63300		1000	70500	
1100	34800		1100	42000		1100	49200		1100	56400		1100	63600		1100	70800	
1200	35100		1200	42300		1200	49500		1200	56700		1200	63900		1200	71100	
1300	35400		1300	42600		1300	49800		1300	57000		1300	64200		1300	71400	
1400	35700		1400	42900		1400	50100		1400	57300		1400	64500		1400	71700	
1500	36000	36010	1500	43200	43225	1500	50400		1500	57600		1500	64800		1500	72000	71989
1600	36300		1600	43500		1600	50700		1600	57900		1600	65100		1600		
1700	36600		1700	43800		1700	51000	51010	1700	58200	58208	1700	65400		1700		
1800	36900		1800	44100		1800	51300		1800	58500		1800	65700		1800		
1900	37200		1900	44400		1900	51600		1900	58800		1900	66000		1900		
2000	37500		2000	44700		2000	51900		2000	59100		2000	66300	66325	2000		
2100	37800		2100	45000		2100	52200		2100	59400		2100	66600		2100		
2200	38100		2200	45300		2200	52500		2200	59700		2200	66900		2200		
2300	38400		2300	45600		2300	52800		2300	60000		2300	67200		2300		
2400	38700		2400	45900		2400	53100		2400	60300		2400	67500		2400		

**EXPORT CONTROLLED DATA**

These commodities, technology, or software are controlled  
 for export in accordance with the U.S. Export  
 Administration Regulations.  
 Diversion contrary to U.S. law is prohibited.  
 BAE Systems

**Backface Signature Worksheet  
New Armor**

Date: 3/22/10

Record #: 10N009A

Test ID: SAF09-001661

Model: BA-2000S-XT01

Level: 2

**EXPORT CONTROLLED DATA**  
These commodities, technology, or software are controlled  
for export in accordance with the U.S. Export  
Administration Regulation.  
Diversion contrary to U.S. law is prohibited.  
BAE Systems

		#1	#2	#3	
Threat 1	Panel 1	28	30	28	h
Threat 1	Panel 2	28	27	27	h
Threat 1	Panel 3	27	30	30	h
Threat 1	Panel 4	26	25	28	h
Threat 1	Panel 5	31	36	38	h
Threat 1	Panel 6	29	37	30	h
Threat 1	Panel 7	28	31	36	h
Threat 1	Panel 8	28	28	30	h
Threat 2	Panel 9	33	39	36	h
Threat 2	Panel 10	36	36	35	h
Threat 2	Panel 11	33	34	27	h
Threat 2	Panel 12	32	31	32	h
Threat 2	Panel 13	32	35	35	h
Threat 2	Panel 14	32	36	35	h
Threat 2	Panel 15	30	34	34	h
Threat 2	Panel 16	32	35	33	h

BFS Checked By: h

**Backface Signature Worksheet  
Conditioned Armor**

Date: 4/13/10  
 Record #: 10N009A  
 Test ID: SAF09-001661  
 Model: BA-2000S-XT01  
 Level: 2

		#1	#2	#3	
Threat 1	Panel 41	31	33	30	R
Threat 1	Panel 42	27	27	28	h
Threat 1	Panel 43	30	32	36	h
Threat 1	Panel 44	30	29	32	h
Threat 2	Panel 45	29	31	30	h
Threat 2	Panel 46	31	30	26	h
Threat 2	Panel 47	30	32	31	h
Threat 2	Panel 48	32	32	32	h

**EXPORT CONTROLLED DATA**  
 These commodities, technology, or software are controlled  
 for export in accordance with the U.S. Export  
 Administration Regulation  
 Diversion contrary to U.S. law is prohibited.  
 BAE Systems

BFS Checked By: W

# Special Threat Testing

**UNITED STATES TEST LABORATORY  
BALLISTIC RESISTANCE TEST**

Date Received.: 12/09/10  
Via: FedEx  
Returned Via: UPS

Record No.: BAE102433  
Test Date: 12/13/10  
Customer: BAE Systems

**Test Conditions**

Temperature: 73 °F.  
Humidity: 34 %  
Clay Block No.: 9  
Clay Temp.: 98 °F.  
Drop Avg.: 18.81 mm  
Test Spec.: Modified/Abbreviated NIJ 0101.06  
Threat Level: Special Threat  
Conditioning: Wet

**Range 2**

Muzzle to Screen 1: 5.37 ft.  
Screen 1 - 2: 5.73 ft.  
Screen 2 - Target: 5.38 ft.  
Midpoint to Target: 8.25 ft.  
Target to Witness: 0 ft.  
Clay Block: 5.5 in.  
Barrel Length: 4 in.

Sample/Test Description				Ammunition Description				Chronograph		Results
Sample Side	Sample Weight (lbs.)	Wet Dry	0-30 Deg. Angle	Shot No.	Shot Location	Caliber	Bullet Wt./Type	TIME sx-5	VELOCITY fps	Penetration BFS (mm)
Back	1.64	Wet	0	1	1	5.7x28mm	SS197	323.2	1772	22.07
Back	1.64	Wet	0	2	2	5.7x28mm	SS197	334.8	1711	21.07
Back	1.64	Wet	0	3	3	5.7x28mm	SS197	336.7	1701	20.51
Back	1.64	Wet	30	4	4	5.7x28mm	SS197	331.2	1729	No Penetration
Back	1.64	Wet	45	5	5	5.7x28mm	SS197	340.0	1685	No Penetration
Back	1.64	Wet	0	6	6	5.7x28mm	SS197	326.8	1753	No Penetration

This test was performed in accordance with the specification requirements and the results properly reflect the ballistic performance of the listed sample.

United States Test Laboratory  
7447 W. 33rd St. N.  
Wichita, KS 67205 U.S.A.

316-832-1600 Phone  
316-832-1602 Fax

**REMARKS/NOTES:**

Customer requested factory velocities.

**Sample Tested:**

Manufacturer: BAE Systems  
Model No.: BA-2000S-XT01  
Serial No.: 10107966  
Lot No.: 01918  
Size: LCR  
DoM: Jun-2010  
Threat Level: II

**EXPORT CONTROLLED DATA**  
These commodities, technology, or software are controlled  
for export in accordance with the U.S. Export  
Administration Regulation.  
Diversion contrary to U.S. law is prohibited.  
BAE Systems

**UNITED STATES TEST LABORATORY  
BALLISTIC RESISTANCE TEST**

Date Received: 12/09/10  
Via: FedEx  
Returned Via: UPS

Record No.: BAE102434  
Test Date: 12/13/10  
Customer: BAE Systems

**Test Conditions**

Temperature: 75 °F.  
Humidity: 34 %  
Clay Block No.: 9  
Clay Temp.: 96 °F.  
Drop Avg.: 19.41 mm  
Test Spec.: Modified/Abbreviated NIJ 0101.06  
Threat Level: Special Threat  
Conditioning: Wet

**Range 2**

Muzzle to Screen 1: 4.91 ft.  
Screen 1 - 2: 5.73 ft.  
Screen 2 - Target: 5.38 ft.  
Midpoint to Target: 8.25 ft.  
Target to Witness: 0 ft.  
Clay Block: 5.5 in.  
Barrel Length: 4 in.

Sample/Test Description				Ammunition Description				Chronograph		Results
Sample Side	Sample Weight (lbs.)	Wet Dry	0-30 Deg. Angle	Shot No.	Shot Location	Caliber	Bullet Wt./Type	TIME sx-5	VELOCITY fps	Penetration BFS (mm)
Front	2.23	Wet	0	1	1	5.7x28mm	SS197	327.9	1747	14.04
Front	2.23	Wet	0	2	2	5.7x28mm	SS197	330.1	1735	19.67
Front	2.23	Wet	0	3	3	5.7x28mm	SS197	325.6	1759	22.23
Front	2.23	Wet	30	4	*4	5.7x28mm	SS197	327.4	1750	No Penetration
Front	2.23	Wet	45	5	*5	5.7x28mm	SS197	326.8	1753	No Penetration
Front	2.23	Wet	0	6	6	5.7x28mm	SS197	327.0	1752	No Penetration

This test was performed in accordance with the specification requirements and the results properly reflect the ballistic performance of the listed sample.

United States Test Laboratory  
7447 W. 33rd St. N.  
Wichita, KS 67205 U.S.A.

316-832-1600  
316-832-1602

Phone  
Fax

**REMARKS/NOTES:**

Customer requested factory velocities.  
\*Shot on bust cups.

**Sample Tested:**

Manufacturer: BAE Systems  
Model No.: BA-2000S-XT01F  
Serial No.: 10107966  
Lot No.: 021314  
Size: 2D424067C  
DoM: Aug-2010  
Threat Level: II

**EXPORT CONTROLLED DATA**  
These commodities, technology, or software are controlled  
for export in accordance with the U.S. Export  
Administration Regulation.  
Diversion contrary to U.S. law is prohibited.  
BAE Systems

Childers/J. Nold



**U.S. Department of Justice**

Office of Justice Programs

*National Institute of Justice*

---

Washington, D.C. 20530

July 27, 2010

Scott O'Brien  
President  
Safariland, LLC  
3120 East Mission Blvd  
Ontario, CA 91761

**Notice of Compliance with NIJ Standard-0101.06**  
Body Armor Model Designation: BA-2000S-XT01F  
NIJ Compliance Status Expires: July 27, 2015

Dear Mr. O'Brien:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard-0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at [www.justnet.org/CTP](http://www.justnet.org/CTP).

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

*"This model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List."*

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Debra Stoe  
Physical Scientist  
National Institute of Justice

EXPORT CONTROL LIST DATA

These commodities, technology, or software are controlled  
for export in accordance with the U.S. Export  
Administration Regulation.

Diversion contrary to U.S. law is prohibited.

BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Perforation and BFS Summary Data

Report Number: 10N010B Test ID: SAF09-001662 Report Date: 05/20/10  
Manufacturer: Safariland, LLC Model Designation: BA-2000S-XT01F NIJ Armor Type: 2

Threat 1 - New Armor  
Ammunition: 9mm 124/FMJ Reference Velocity: 1305 ± 30 ft/s Water Submersion: Yes  
Shot-to-Edge: 2 inches

Shot Number	Sample 1 Size: C-5				Sample 2 Size: C-5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1309.4	0	28.0		1315.2	0	30.0	
2	1323.0	0	36.0		1304.5	0	31.0	
3	1314.8	0	36.0		1318.0	0	33.0	
4	1321.4	0		g	1302.8	0		g
5	1300.5	0		g	1302.8	0		g
6	1313.9	0			1323.0	0		
7								
8								

Summary: Perforations: 0 (Pass) BFS Statistics: Count: 12 Average: 30.1 mm  
Maximum BFS: 36.0 mm k1: 1.568 St. Dev.: 3.92 mm  
(Pass - No BFS greater than 44 mm)

Shot Number	Sample 3 Size: C-1				Sample 4 Size: C-1			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1327.4	0	30.0		1333.4	0	29.0	
2	1331.0	0	35.0		1314.1	0	35.0	
3	1322.1	0	36.0		1306.9	0	33.0	
4	1299.7	0		g	1302.8	0		g
5	1316.2	0		g	1316.4	0		g
6	1322.1	0			1301.0	0		
7								
8								

Summary: Perforations: 0 (Pass) BFS Statistics: Count: 12 Average: 31.3 mm  
Maximum BFS: 36.0 mm k1: 1.568 St. Dev.: 3.08 mm  
(Pass - No BFS greater than 44 mm)

Threat 2 - New Armor  
Ammunition: .357 Mag 158/JSP Reference Velocity: 1430 ± 30 ft/s Water Submersion: Yes  
Shot-to-Edge: 3 inches

Shot Number	Sample 5 Size: C-5				Sample 6 Size: C-5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1434.7	0	32.0		1445.0	0	28.0	
2	1429.2	0	33.0		1427.2	0	37.0	
3	1425.1	0	33.0		1451.4	0	35.0	
4	1438.3	0		g	1452.3	0		g
5	1428.2	0		g	1452.3	0		g
6	1423.4	0			1431.7	0		
7	1433.65	0						
8								

Summary: Perforations: 0 (Pass) BFS Statistics: Count: 12 Average: 32.2 mm  
Maximum BFS: 37.0 mm k1: 1.568 St. Dev.: 2.86 mm  
(Pass - No BFS greater than 44 mm)

Shot Number	Sample 7 Size: C-1				Sample 8 Size: C-1			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1443.3	0	34.0		1452.7	0	34.0	
2	1453.0	0	36.0		1432.6	0	36.0	
3	1425.3	0	35.0		1433.2	0	33.0	
4	1443.3	0		g	1425.3	0		g
5	1436.8	0		g	1411.0	0		g
6	1425.9	0			1441.4	0		
7	1439.74	0						
8								

Summary: Perforations: 0 (Pass) BFS Statistics: Count: 12 Average: 33.9 mm  
Maximum BFS: 36.0 mm k1: 1.568 St. Dev.: 1.73 mm  
(Pass - No BFS greater than 44 mm)

For export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited. BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Perforation and BFS Summary Data

Report Number: 10N010B Test ID: SAF09-001652 Report Date: 05/20/10  
Manufacturer: Safariland, LLC Model Designation: BA-2000S-XT01F NIJ Armor Type: 2

Threat 1 - Conditioned Armor  
Ammunition: 9mm 124/FMJ Test Velocity: 1245 ± 30 ft/s Water Submersion: No  
Shot-to-Edge: 2 inches

Shot Number	Sample 21 Size: C-5				Sample 22 Size: C-1				
	Front Panel		Back Panel		Front Panel		Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1221.4	0	29.0		1229.3	0	29.0		
2	1229.1	0	28.0		1249.1	0	33.0		
3	1224.6	0	33.0		1273.2	0	31.0		
4	1228.3	0		g	1259.6	0		g	
5	1246.7	0		g	1274.4	0		g	
6	1219.6	0			1270.5	0			
7									
8									
Summary:					Summary:				
Perforations: 0 (Pass)					Perforations: 0 (Pass)				
Maximum BFS: 33.0 mm (no requirement)					Maximum BFS: 32.0 mm (no requirement)				

Threat 2 - Conditioned Armor  
Ammunition: .357 Mag 158/JSP Test Velocity: 1340 ± 30 ft/s Water Submersion: No  
Shot-to-Edge: 3 inches

Shot Number	Sample 23 Size: C-5				Sample 24 Size: C-1				
	Front Panel		Back Panel		Front Panel		Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1328.5	0	28.0		1341.2	0	33.0		
2	1323.3	0	35.0		1351.9	0	33.0		
3	1342.9	0	31.0		1350.3	0	31.0		
4	1350.6	0		g	1356.9	0		g	
5	1349.3	0		g	1351.5	0		g	
6	1355.8	0			1315.0	0			
7	1367.16	0							
8									
Summary:					Summary:				
Perforations: 0 (Pass)					Perforations: 0 (Pass)				
Maximum BFS: 36.0 mm (no requirement)					Maximum BFS: 34.0 mm (no requirement)				

Overall P-BFS Summary

Perforations: This requirement is for all P-BFS tested samples - New and Conditioned  
0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8.  
Backface Signature: This requirement is for New armors only  
Maximum BFS: 37.0 mm  
This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.

EXPORT CONTROLLED DATA

These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited. BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 10N0108 Test ID: SAF09-001662 Report Date: 05/20/10  
Manufacturer: Safariland, LLC. Model Designation: BA-2000S-XT01F NIJ Armor Type: 2

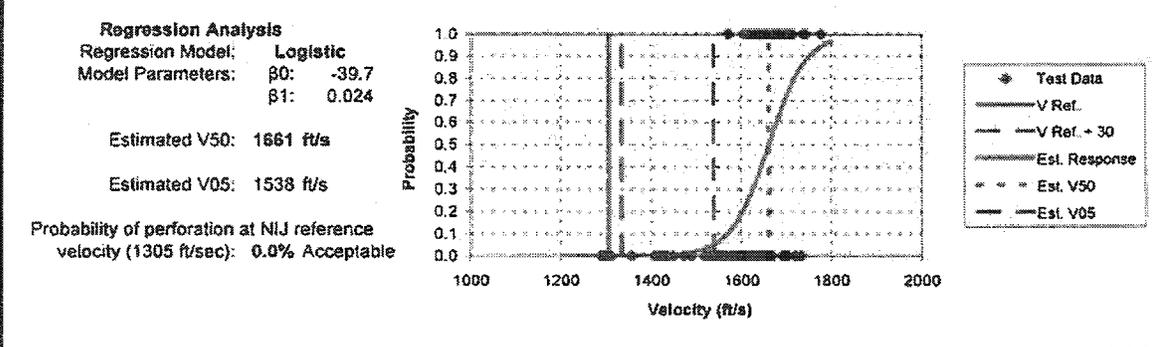
Ammunition: 9mm 124/FMJ Threat 1 - New Armor Reference Velocity: 1305 ± 30 ft/s Water Submersion: No

Shot Number	Sample 11			Sample 11			Sample 12			Sample 12			Sample 13		
	Front	Panel		Back	Panel		Front	Panel		Back	Panel		Front	Panel	
	Avg. Vel.	Perf	Note												
	(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)	
1	1293.0	0		1286.4	0		1356.4	0		1303.2	0		1295.2	0	
2	1429.3	0		1417.3	0		1448.4	0		1407.8	0		1420.1	0	
3	1527.5	0		1530.8	0		1529.6	0		1535.4	0		1521.1	0	
4	1613.6	0		1634.2	1		1624.7	0		1625.3	1		1622.6	0	
5	1732.8	0		1545.3	0		1712.1	1		1551.8	0		1700.8	1	
6	1777.1	1		1602.2	0		1664.4	1		1588.7	0		1648.4	1	
7	1719.76	0		1662.41	1		1576.79	0		1630.42	0		1547.48	0	
8	1778	1		1607.23	0		1632.33	0		1695.18	1		1618.63	0	
9	1738.02	1		1668.13	0		1682.68	1		1630.19	0		1666.72	1	
10	1673.54	1		1689.03	1		1635.59	1		1698.09	1		1611.16	0	
11	1638.87	0		1651.29	0		1564.94	0		1644.66	1		1654.63	0	
12	1693.98	0		1705.17	1		1630.19	0		1584.69	0		1704.92	1	
13															
14															
15															

Shot Number	Sample 13			Sample 14			Sample 14			Sample 15			Sample 15		
	Back	Panel		Front	Panel		Back	Panel		Front	Panel		Back	Panel	
	Avg. Vel.	Perf	Note												
	(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)	
1	1302.9	0		1310.6	0		1294.9	0		1305.4	0		1288.6	0	
2	1435.7	0		1421.8	0		1433.9	0		1423.2	0		1428.6	0	
3	1546.5	0		1517.3	0		1527.5	0		1541.4	0		1526.3	0	
4	1620.5	0		1618.6	0		1639.7	1		1615.4	1		1628.0	1	
5	1714.4	1		1709.1	1		1553.6	0		1547.5	0		1569.7	1	
6	1653.5	1		1649.9	1		1610.4	0		1605.4	1		1471.9	0	
7	1582.37	0		1572.51	1		1644.89	0		1551.84	0		1558.98	0	
8	1620.19	0		1488.84	0		1694.83	0		1598.57	0		1590.32	0	
9	1674.61	1		1552.85	0		1744.54	1		1658.23	0		1648.21	1	
10	1623.4	1		1598.57	0		1703.09	1		1711.44	1		1587.23	0	
11	1560.72	0		1660.44	0		1648.77	0		1657.89	0		1633.45	0	
12	1644.09	0		1701.02	0		1702.48	0		1689.98	1		1690.72	0	
13															
14															
15															

Summary: Total Usable Shots: 120 Acceptable Perforations below 1335 ft/s: 0 Acceptable  
Perforations (Complete Penetrations): 37 Acceptable  
Stops (Partial Penetrations): 83 Good



EXPORT CONTROLLED DATA  
These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. Law is prohibited.  
BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 10N010B Test ID: SAF09-001662 Report Date: 05/20/10  
 Manufacturer: Safariland, LLC. Model Designation: BA-2000S-XT01F NIJ Armor Type: 2  
 Ammunition: .357 Mag 158/JSP Threat 2 - New Armor Reference Velocity: 1430 ± 30 ft/s Water Submersion: No

Shot Number	Sample 15			Sample 16			Sample 17			Sample 17			Sample 18		
	Front	Panel		Back	Panel		Front	Panel		Back	Panel		Front	Panel	
	Avg. Vel.	Perf	Notes												
	(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)	
1			Chron	1447.4	0		1420.8	0		1424.3	0		1444.2	0	
2	1451.0	0		1530.4	0		1518.5	0		1538.3	0		1533.7	0	
3	1533.0	0		1616.0	0		1631.9	1		1639.5	0		1620.6	0	
4	1594.0	0		1685.4	1		1544.6	0		1730.2	1		1677.6	1	
5	1641.4	1		1677.3	1		1611.0	1		1659.2	1		1629.1	1	
6	1638.9	1		1599.9	1		1570.3	1		1579.7	0		1562.5	0	
7	1560.55	1		1539.29	0		1477.93	0		1632.93	1		1659.42	1	
8	1509.43	0		1593.99	0		1519	0		1596.88	0		1572.55	1	
9	1551.46	0		1626.76	0		1595.28	0		1618.13	1		1526.61	1	
10	1602.6	1		1675	1		1606.73	0		1565.8	0		1481.9	0	
11	1567.55	0		1630.79	1		1711.23	1		1615.48	0		1523.28	0	
12	1630.47	0		1596.57	1		1649.39	1		1677.85	1		1552.18	0	
13	1674.17	1													
14															
15															

Shot Number	Sample 18			Sample 19			Sample 19			Sample 20			Sample 20		
	Back	Panel		Front	Panel		Back	Panel		Front	Panel		Back	Panel	
	Avg. Vel.	Perf	Notes	Avg. Vel.	Perf	Notes	Avg. Vel.	Perf	Notes	Avg. Vel.	Perf	Notes	Avg. Vel.	Perf	Notes
	(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)		(ft/sec)	(Y=1/N=0)	
1	1427.8	0		1429.1	0		1420.2	0		1417.9	0		1414.8	0	
2	1534.9	0		1536.6	0		1534.0	0		1542.4	0		1524.7	0	
3	1621.3	0		1613.6	1		1648.6	1		1638.1	1		1625.1	1	
4	1727.4	1		1561.8	0		1573.3	0		1559.3	0		1566.0	0	
5	1688.8	1		1606.5	0		1620.6	1		1597.3	0		1610.4	1	
6	1611.5	1		1640.0	1		1556.4	0		1660.8	1		1560.8	0	
7	1548.74	0		1599.91	1		1594.74	0		1612.07	1		1636.2	1	
8	1594.74	0		1558.09	0		1605.97	1		1559.83	0		1573.8	1	
9	1632.7	1		1616.25	0		1621.88	1		1627.78	1		1534.22	0	
10	1584.2	1		1660	1		1567.25	1	Shot 1 later d	1577.57	0		1574.02	1	
11	1534.71	0		1598.39	0		1629.45	1		1626.44	0		1580.92	0	
12	1606.73	0		1637.32	1		1580.4	0		1672.41	1		1612.84	0	
13															
14															
15															

**Summary:** Total Usable Shots: 120 Good      Perforations below 1460 ft/s: 0 Acceptable  
 Perforations (Complete Penetrations): 52 Acceptable  
 Stops (Partial Penetrations): 68 Acceptable

**Regression Analysis**  
 Regression Model: Logistic  
 Model Parameters:  $\beta_0$ : -65.4  
 $\beta_1$ : 0.041  
 Estimated V50: 1603 ft/s  
 Estimated V05: 1531 ft/s  
 Probability of perforation at NIJ reference velocity (1305 ft/sec): 0.1% Acceptable

**Test Data and Regression Model**

EXPORT CONTROL NOTICE  
 These commodities, technology, and data are controlled  
 for export in accordance with the U.S. Export  
 Administration Regulations.  
 Diversion contrary to U.S. law is prohibited.  
 BAE Systems

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Ballistic Limit Summary Data

Report Number: 10N010B Test ID: SAF09-001862 Report Date: 05/20/10  
 Manufacturer: Safariland, LLC. Model Designation: BA-2000S-XT01F NIJ Armor Type: 2

Threat 1 - Conditioned Armor  
 Ammunition: 9mm 124/FMJ  
 Test Velocity: 1245 ± 30 ft/s Wet: No

Threat 2 - Conditioned Armor  
 Ammunition: .357 Mag 158/JSP  
 Test Velocity: 1340 ± 30 ft/s Wet: No

Shot Number	Sample 25			Sample 25			Note
	Front	Panel	Perf	Back	Panel	Perf	
	Avg. Vel. (ft/sec)	(Y=1/N=0)		Avg. Vel. (ft/sec)	(Y=1/N=0)		
1	1216.2	0		1228.5	0		
2	1331.7	0		1327.6	0		
3	1424.3	0		1402.3	0		
4	1466.6	0		1556.3	0		
5	1617.0	0		1624.2	1		
6	1703.6	1		1487.0	0		
7	1623.77	0		1598.08	1		
8	1694.62	1		1573.5	0		
9	1676.32	1		1592.08	0		Shot no. 9 initially determined to be a stop later determined to be a stop
10	1619.13	0		1539.7	0		
11	1665.6	0		1623.21	0		
12	1704	1		1636.2	1		
13							
14							
15							

Summary:

Total Usable Shots: 24 Acceptable  
 Perforations (CP): 7  
 Stops (PP): 17

Perforations below 1275 ft/s: 0 Acceptable

Regression Analysis  
 Regression Model: Logistic  
 Model Parameters:  $\beta_0$ : -63.5  
 $\beta_1$ : 0.039

Shot Num	Sample 26			Sample 26			Note
	Front	Panel	Perf	Back	Panel	Perf	
	Avg. Vel. (ft/sec)	(Y=1/N=0)		Avg. Vel. (ft/sec)	(Y=1/N=0)		
1	1351.4	0		1357.5	0		
2	1455.3	0		1452.7	1		
3	1563.0	0		1381.2	0		
4	1621.3	1		1427.6	0		
5	1544.3	0		1486.1	0		
6	1580.6	1		1539.0	0		
7	1505.03	0		1546.73	0		
8	1581.36	0		1596.79	0		
9	1586.22	1		1624.55	1		
10	1563.23	0		1613.61	1		
11	1618.9	0		1547.23	0		
12	1642.44	0		1565.5	0		
13							
14							
15							

Summary:

Total Usable Shots: 24 Acceptable  
 Perforations (CP): 6  
 Stops (PP): 18

Perforations below 1370 ft/s: 0 Acceptable

Regression Analysis  
 Regression Model: Logistic  
 Model Parameters:  $\beta_0$ : -22.0  
 $\beta_1$ : 0.013

Overall Ballistic Limit Summary	
Perforations below $V_{ref} + 30$ ft/sec:	0 This requirement is for all Ballistic Limit tested samples - New and Conditioned This armor model meets the low perforation velocity performance requirements of NIJ Standard-0101.06 Section 7.9.5.
Probability of perforation at the P-BFS reference velocity	This requirement is for New armors only
Threat 1:	0.0%
Threat 2:	0.1%
This armor model meets the estimated V05 performance requirements of NIJ Standard-0101.06 Section 7.9.5.	

Compliance Test Report revision 4 (2009-08-02) / R version 2.7.1 (2008-06-23) / MS Excel version 11.0 / Operating System version Windows (32-bit) NT 5.01

EXPORT CONTROLLED DATA  
 These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited.  
 BAE Systems

**Backface Signature Worksheet  
New Armor**

Date: 3/23/10

Record #: 10N010A

Test ID: SAF09-001662

Model: BA-2000S-XTOIF

Level: 2

**EXPORT CONTROLLED DATA**

These commodities, technology, or software are controlled  
for export in accordance with the U.S. Export  
Administration Regulation.  
Diversion contrary to U.S. law is prohibited.  
BAE Systems

		#1	#2	#3	
Threat 1	Panel 1	28	36	36	n
Threat 1	Panel 2	30	31	33	n
Threat 1	Panel 3	26	28	33	n
Threat 1	Panel 4	28	23	29	n
Threat 1	Panel 5	30	35	36	n
Threat 1	Panel 6	29	35	33	n
Threat 1	Panel 7	29	28	34	n
Threat 1	Panel 8	28	28	31	n
Threat 2	Panel 9	32	33	33	n
Threat 2	Panel 10	29	37	35	n
Threat 2	Panel 11	30	34	31	n
Threat 2	Panel 12	30	34	28	n
Threat 2	Panel 13	34	36	35	n
Threat 2	Panel 14	34	36	33	n
Threat 2	Panel 15	33	35	31	n
Threat 2	Panel 16	32	36	32	n

BFS Checked By: [Signature]

**Backface Signature Worksheet  
Conditioned Armor**

Date: 4/14/10

Record #: 10N010A

Test ID: SAF09-001662

Model: BA-2000S-XT01F

Level: 2

		#1	#2	#3	
Threat 1	Panel 41	28	28	33	h
Threat 1	Panel 42	28	33	31	h
Threat 1	Panel 43	30	31	32	h
Threat 1	Panel 44	30	29	26	h
Threat 2	Panel 45	28	36	31	h
Threat 2	Panel 46	33	33	31	h
Threat 2	Panel 47	32	<del>33</del> 34	<del>30</del>	h
Threat 2	Panel 48	31	34	29	h

**EXPORT CONTROLLED DATA**

These commodities, technology, or software are controlled  
for export in accordance with the U.S. Export  
Administration Regulation.  
Diversion contrary to U.S. law is prohibited.  
BAESystems

BFS Checked By: h

# Special Threat Testing

**UNITED STATES TEST LABORATORY  
BALLISTIC RESISTANCE TEST**

Date Received: 10/28/10

Via: Fed Ex

Returned Via: UPS

Record No.: BAE102153

Test Date: 11/03/10

Customer: BAE Systems

**Test Conditions**

Temperature: 72 °F.  
 Humidity: 40 %  
 Clay Block No.: 7  
 Clay Temp.: 99 °F.  
 Drops (Avg.): 19.6 mm  
 Test Spec.: Modified/Abbreviated NIJ 0101.06  
 Threat Level: Special Threat  
 Condition: New

**Range 2**

Muzzle to Scr. 1: 5.46 ft.  
 Screen 1 - 2: 5.73 ft.  
 Screen 2 - Target: 5.50 ft.  
 Midpoint to Target: 8.37 ft.  
 Target to Witness: 0 ft.  
 Barrel Length: 4 in.  
 Clay Block: 5.5 in.

Sample/Test Description				Ammunition Description				Chronograph		Results
Sample Size	Sample Weight (lbs.)	Wet Dry	0-45 Deg. Angle	Shot No.	Shot Location	Caliber	Bullet Wt./Type	TIME sx-5	VELOCITY fps	Perforation BPS (mm)
Front	1.77	Wet	0	1	1	9mm	127 SXT	450.3	1272	27.53
Front	1.77	Wet	0	2	2	9mm	127 SXT	442.6	1294	31.14
Front	1.77	Wet	0	3	3	9mm	127 SXT	453.6	1263	33.88
Front	1.77	Wet	30	4	4	9mm	127 SXT	457.1	1253	No Perforation
Front	1.77	Wet	45	5	5	9mm	127 SXT	451.5	1269	Perforation
Front	1.77	Wet	0	6	6	9mm	127 SXT	453.0	1264	No Perforation
Back	1.51	Wet	0	1	1	9mm	127 SXT	453.1	1264	27.35
Back	1.51	Wet	0	2	2	9mm	127 SXT	450.6	1271	30.32
Back	1.51	Wet	0	3	3	9mm	127 SXT	447.3	1281	30.57
Back	1.51	Wet	45	4	4	9mm	127 SXT	460.3	1244	No Perforation
Back	1.51	Wet	30	5	5	9mm	127 SXT	458.7	1249	No Perforation
Back	1.51	Wet	0	6	6	9mm	127 SXT	459.6	1246	No Perforation

This test was performed in accordance with the specification requirements and the results properly reflect the ballistic performance of the listed sample.

United States Test Laboratory  
 7447 W. 33rd St. N.  
 Wichita, KS 67205 U.S.A.

316-832-1600 Phone  
 316-832-1602 Fax

**REMARKS/NOTES:**

Shot location marking per NIJ 0101.06, Section 7.8.1.  
 Shot-to-edge distance: 2.25"

**Sample Tested:**

Manufacturer: BAE  
 Model No.: BA-2000S-XT01F  
 Panel Side: Front/Back  
 Size: B363675C/363613C  
 DoM: Sep-10  
 Serial No.: 10180847/10180850  
 Lot No.: 021936  
 Threat Level: Special Threat

**EXPORT CONTROLLED DATA**  
 These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation.  
 Diversion contrary to U.S. law is prohibited.  
 BAE Systems

**Sample Description:**

**Front**  
 Vest:  
 Layers 1-2: 31: Flex woven aramid fiber (2-ply laminated, 20x20).  
 Layers 3-30: Smooth flex aramid film.  
 Bust Cup:  
 Layers 1-2: Flex woven aramid fiber (2-ply laminated, 20x20).  
 Layers 3-30: Smooth flex aramid film.  
 Layer 31: Flex woven aramid fiber (2-ply laminated, 20x20).

**Back**  
 Layers 1-2, 31: Flex woven aramid fiber (2-ply laminated, 20x20).  
 Layers 3-30: Smooth flex aramid film.

Barrett/Childers

**UNITED STATES TEST LABORATORY  
BALLISTIC RESISTANCE TEST**

Date Received: 10/28/10  
Via: Fed Ex  
Returned Via: UPS

Record No.: BAE102154  
Test Date: 11/03/10  
Customer: BAE Systems

**Test Conditions**

Temperature: 71 °F.  
Humidity: 39 %  
Clay Block No.: 7  
Clay Temp.: 98 °F.  
Drops (Avg.): 19.5 mm  
Test Spec.: Modified/Abbreviated NIJ 0101.06  
Threat Level: Special Threat  
Condition: New

**Range 2**

Muzzle to Scr. 1: 5.46 ft.  
Screen 1 - 2: 5.73 ft.  
Screen 2 - Target: 5.50 ft.  
Midpoint to Target: 8.37 ft.  
Target to Witness: 0 ft.  
Barrel Length: 4 in.  
Clay Block: 5.5 in.

Sample/Test Description				Ammunition Description				Chronograph		Results
Sample Size	Sample Weight (lbs.)	Wet Dry	0-45 Deg. Angle	Shot No.	Shot Location	Caliber	Bullet Wt./Type	TIME ex-5	VELOCITY fpa	Perforation BFS (mm)
Front	1.77	Wet	0	1	1	40	165 SXT	501.9	1141	28.48
Front	1.77	Wet	0	2	2	40	165 SXT	505.8	1132	34.14
Front	1.77	Wet	0	3	3	40	165 SXT	502.0	1141	36.43
Front	1.77	Wet	45	4	4	40	165 SXT	508.3	1127	No Perforation
Front	1.77	Wet	30	5	5	40	165 SXT	508.7	1126	No Perforation
Front	1.77	Wet	0	6	6	40	165 SXT	505.3	1134	No Perforation
Back	1.51	Wet	0	1	1	40	165 SXT	505.9	1132	27.42
Back	1.51	Wet	0	2	2	40	165 SXT	499.5	1147	30.61
Back	1.51	Wet	0	3	3	40	165 SXT	502.4	1140	31.85
Back	1.51	Wet	30	4	4	40	165 SXT	510.3	1122	No Perforation
Back	1.51	Wet	45	5	5	40	165 SXT	504.9	1134	No Perforation
Back	1.51	Wet	0	6	6	40	165 SXT	519.3	1103	No Perforation

This test was performed in accordance with the specification requirements and the results properly reflect the ballistic performance of the listed sample.

United States Test Laboratory  
7447 W. 33rd St. N.  
Wichita, KS 67205 U.S.A.

316-832-1600 Phone  
316-832-1602 Fax

**REMARKS/NOTES:**

Shot location marking per NIJ 0101.06, Section 7.8.1.  
Shot-to-edge distance: 2.25"

**Sample Tested:**

Manufacturer: BAE  
Model No.: BA-2000S-XT01F  
Panel Side: Front/Back  
Size: B363675C/363613C  
DoM: Sep-10  
Serial No.: 10180845/10180848  
Lot No.: 021936  
Threat Level: Special Threat

**EXPORT CONTROLLED DATA**  
These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited.  
BAE Systems

**Sample Description:**

**Front**  
Vest:  
Layers 1-2, 31: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.  
Bust Cup:  
Layers 1-2: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.  
Layer 31: Flex woven aramid fiber (2-ply laminated, 20x20).

**Back**  
Layers 1-2, 31: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.

Barrel/Childers

**UNITED STATES TEST LABORATORY  
BALLISTIC RESISTANCE TEST**

Date Received: 10/28/10  
Via: Fed Ex  
Returned Via: UPS

Record No.: BAE102157  
Test Date: 11/03/10  
Customer: BAE Systems

**Test Conditions**

Temperature: 73 °F.  
Humidity: 33 %  
Clay Block No.: 9  
Clay Temp.: 98 °F.  
Drops (Avg.): 18.4 mm  
Test Spec.: Modified/Abbreviated NIJ 0101.06  
Threat Level: Special Threat  
Condition: New

**Range 2**

Muzzle to Scr. 1: 5.46 ft.  
Screen 1 - 2: 5.73 ft.  
Screen 2 - Target: 5.50 ft.  
Midpoint to Target: 8.37 ft.  
Target to Witness: 0 ft.  
Barrel Length: 4 in.  
Clay Block: 5.5 in.

Sample/Test Description				Ammunition Description				Chronograph		Results
Sample Size	Sample Weight (lbs.)	Wet/Dry	0-45 Deg. Angle	Shot No.	Shot Location	Caliber	Bullet Wt./Type	TIME sx-5	VELOCITY fps	Perforation GFS (mm)
Front	2.25	Wet	0	1	1	9mm	124 HST	452.7	1265	23.79
Front	2.25	Wet	0	2	2	9mm	124 HST	447.0	1281	31.33
Front	2.25	Wet	0	3	3	9mm	124 HST	455.8	1257	26.21
Front	2.25	Wet	30	4	4	9mm	124 HST	453.2	1264	No Perforation
Front	2.25	Wet	45	5	5	9mm	124 HST	457.6	1252	No Perforation
Front	2.25	Wet	0	6	6	9mm	124 HST	457.0	1253	No Perforation
Back	2.06	Wet	0	1	1	9mm	124 HST	456.1	1256	24.70
Back	2.06	Wet	0	2	2	9mm	124 HST	451.3	1269	26.35
Back	2.06	Wet	0	3	3	9mm	124 HST	453.8	1262	23.69
Back	2.06	Wet	45	4	4	9mm	124 HST	455.6	1257	No Perforation
Back	2.06	Wet	30	5	5	9mm	124 HST	456.4	1255	No Perforation
Back	2.06	Wet	0	6	6	9mm	124 HST	456.0	1256	No Perforation

This test was performed in accordance with the specification requirements and the results properly reflect the ballistic performance of the listed sample.

United States Test Laboratory  
7447 W. 33rd St. N.  
Wichita, KS 67205 U.S.A.

316-832-1600 Phone  
316-832-1602 Fax

**REMARKS/NOTES:**

Shot location marking per NIJ 0101.06, Section 7.8.1.  
Shot-to-edge distance: 2.25"

**Sample Tested:**

Manufacturer: BAE  
Model No.: BA-2000S-XT01F  
Panel Side: Front/Back  
Size: 2D424067C/424016C  
DoM: Sep-10  
Serial No.: 10180855/10180857  
Lot No.: 021936  
Threat Level: Special Threat

**Sample Description:**

**Front**  
Vest:  
Layers 1-2: 31: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.  
Bust Cup:  
Layers 1-2: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.  
Layer 31: Flex woven aramid fiber (2-ply laminated, 20x20).

**EXPORT CONTROLLED DATA**  
These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation.  
Diversion contrary to U.S. law is prohibited.  
BAE Systems

**Back**  
Layers 1-2, 31: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.

Barrett/Childers

**UNITED STATES TEST LABORATORY**  
**BALLISTIC RESISTANCE TEST**

Date Received: 10/28/10  
Via: Fed Ex  
Returned Via: UPS

Record No.: BAE102159  
Test Date: 11/03/10  
Customer: BAE Systems

**Test Conditions**

Temperature: 74 °F.  
Humidity: 37 %  
Clay Block No.: 9  
Clay Temp.: 97 °F.  
Drops (Avg.): 18.7 mm  
Test Spec.: Modified/Abbreviated NIJ 0101.06  
Threat Level: Special Threat  
Condition: New

**Range 2**

Muzzle to Scr. 1: 5.46 ft.  
Screen 1 - 2: 5.73 ft.  
Screen 2 - Target: 5.50 ft.  
Midpoint to Target: 8.37 ft.  
Target to Witness: 0 ft.  
Barrel Length: 4 in.  
Clay Block: 5.5 in.

Sample/Test Description				Ammunition Description				Chronograph		Results
Sample Size	Sample Weight (lbs.)	Wet Dry	0-45 Deg. Angle	Shot No.	Shot Location	Caliber	Bullet Wt./Type	TIME sx-5	VELOCITY lps	Perforation BFS (mm)
Front	2.24	Wet	0	1	1	357 Sig	125 GDHP	427.9	1339	25.45
Front	2.24	Wet	0	2	2	357 Sig	125 GDHP	422.5	1356	27.91
Front	2.24	Wet	0	3	3	357 Sig	125 GDHP	421.7	1358	29.46
Front	2.24	Wet	45	4	4	357 Sig	125 GDHP	426.5	1343	No Perforation
Front	2.24	Wet	30	5	5	357 Sig	125 GDHP	419.1	1367	No Perforation
Front	2.24	Wet	0	6	6	357 Sig	125 GDHP	431.8	1327	No Perforation
Back	2.06	Wet	0	1	1	357 Sig	125 GDHP	430.8	1330	25.51
Back	2.06	Wet	0	2	2	357 Sig	125 GDHP	428.7	1336	25.72
Back	2.06	Wet	0	3	3	357 Sig	125 GDHP	420.8	1361	26.75
Back	2.06	Wet	30	4	4	357 Sig	125 GDHP	421.2	1360	No Perforation
Back	2.06	Wet	45	5	5	357 Sig	125 GDHP	419.0	1367	No Perforation
Back	2.06	Wet	0	6	6	357 Sig	125 GDHP	415.4	1379	No Perforation

This test was performed in accordance with the specification requirements and the results properly reflect the ballistic performance of the listed sample.	United States Test Laboratory 7447 W. 33rd St. N. Wichita, KS 67205 U.S.A.	316-832-1600 316-832-1602	Phone Fax
--	--	------------------------------	--------------

**REMARKS/NOTES:**

Shot location marking per NIJ 0101.06, Section 7.8.1.  
Shot-to-edge distance: 2.25"

**Sample Tested:**

Manufacturer: BAE  
Model No.: BA-2000S-XT01F  
Panel Side: Front/Back  
Size: 2D424067C/424016C  
DoM: Sep-10  
Serial No.: 10180856/10180858  
Lot No.: 021936  
Threat Level: Special Threat

**EXPORT CONTROLLED DATA**  
These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited.  
BAE Systems

**Sample Description:**

**Front**  
Vest:  
Layers 1-2, 31: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.  
Bust Cup:  
Layers 1-2: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.  
Layer 31: Flex woven aramid fiber (2-ply laminated, 20x20).

**Back**  
Layers 1-2, 31: Flex woven aramid fiber (2-ply laminated, 20x20).  
Layers 3-30: Smooth flex aramid film.

Barrett/Childers

**ADDITIONAL WARNINGS:**

- This ballistic-resistant Vest is intended to reduce or prevent injuries from specific threats. Body armor is not "bulletproof," and cannot protect against all threats. Impact forces also can result in serious injury or death.
- Ballistic panels offer protection to only those areas that they cover. Strenuous movements or physical altercations may cause ballistic panels to shift on the user's body, thus affecting actual coverage. Vests that fit improperly (e.g., too long or too wide in the chest area) can develop set wrinkles in the ballistic fabric. Substantial weight gain or loss, or changes in body shape or contour, can also cause previously protected areas to become exposed. If the user has experienced a substantial weight gain or loss, he or she should immediately take their Vest to an authorized dealer for an inspection.
- Ballistic panels are designed to defeat certain threats only if properly inserted into the outer carrier facing in the correct direction. The label affixed to the panel indicates which side is the "strike side" - meaning the side that must face outward. The user **MUST** ensure that the ballistic panels are properly inserted into the carrier in the proper direction. Failure to follow these instructions can result in serious injury or death.
- Vests work by dissipating kinetic energy across the fibers of a ballistic panel - should the Vest be struck by a threat close to an edge, its ability to dissipate the energy may be negatively impacted.
- The greater the angle at which a round strikes the Vest (opposite of a "head on" shot), the greater the possibility the round may ricochet or slide off the side of the Vest.
- Multiple rounds striking in a tight shot pattern may weaken that area of the Vest and result in a complete penetration.
- Unless specifically stated otherwise on the Vest's label, it is not warranted to defeat spikes, picks, knives or other sharp objects.

**THANK YOU**

Thank you for choosing Safariland! We know you have a tough job to do. That's why we work hard to produce the highest-quality protective systems for the law enforcement community. For more information on our Body Armor warranty, visit [www.safariland.com](http://www.safariland.com)

Please complete the following information and retain this certificate for your records.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE ISSUED \_\_\_\_\_ SIZE \_\_\_\_\_

SERIAL# FRONT \_\_\_\_\_

SERIAL# BACK \_\_\_\_\_



**SAFARILAND**  
Together. We Save Lives.

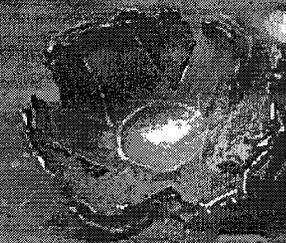
1338 INTERNATIONAL PARKWAY • JACSONVILLE, FLORIDA 32218  
(800) 347-1200 • [safariland.com](http://safariland.com)



**SAFARILAND**

**NIJ 06 WARRANTY**

**Body Armor**



## EXPRESS LIMITED WARRANTY FOR SAFARILAND™ FLEXIBLE BODY ARMOR VESTS CERTIFIED UNDER NIJ-0101.06

1. Safariland warrants that its "NIJ-06" flexible body armor vests ("Vests") have been certified to comply with the National Institute of Justice's ("NIJ") *Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (July 2008)*, for the applicable NIJ threat level designated on each Vest's label. For multi-threat (i.e., ballistic and stab resistant) Vests, Safariland also warrants that the Vests have been certified to comply with the NIJ's *Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (September 2000)*, for the applicable NIJ spike threat level designated on each Vest's label.
2. For a period of sixty (60) months after the date of issue, Safariland warrants that the ballistic panels of its Vests shall be free from defects in material and workmanship and shall comply with Safariland's VestCheck™ used vest testing protocols for ballistic performance (as set forth on [www.safariland.com](http://www.safariland.com)). Vests should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).
3. For a period of twelve (12) months after the date of issue, Safariland warrants that the outer carriers of its Vests shall be free from defects in material and workmanship.
4. Vests shall be always worn in accordance with Safariland's Use & Care instructions contained in the applicable User Manual included with each Vest. The above warranties do not apply to any Vest that has been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.
5. The above warranties are the sole and exclusive warranties made by Safariland with respect to its Vests. They shall not be enlarged by any representations, descriptions, course of dealing, trade usage, technical advice, service, samples, models, or otherwise, nor shall they be altered or expanded by any acts, statements, or agreements of any dealer, employee, or agent of Safariland (other than by a duly authorized officer of Safariland). SAFARILAND MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.
6. In the event that Safariland determines that a Vest (or component) is defective during an applicable warranty period, Safariland agrees to (at its election) replace, repair, or issue a pro-rata purchase price credit for such product. All returns shall be made to Safariland's factory and must include (1) proof of issue/purchase, and (2) documentation specifying the claimed defect and all relevant supporting information. A Return Authorization Number (RA) must be obtained from Safariland prior to returning the product.

7. IN NO EVENT SHALL SAFARILAND BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO ITS VESTS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY CONTRARY PROVISION, IN NO EVENT SHALL THE TOTAL LIABILITY OF SAFARILAND (TOGETHER WITH THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE VEST THAT GIVES RISE TO SUCH LIABILITY. The foregoing disclaimers are subject to any applicable laws that regulate product warranties.

### SAFARILAND'S VESTCHECK™ PERFORATION TESTING PROGRAM FOR USED BODY ARMOR VESTS

In order to evaluate the on-going ballistic performance of its flexible body armor vests ("Vests"), Safariland regularly conducts perforation testing of its Used Vests across a broad spectrum of models, ages, and wear categories.

Safariland tests its Used Vests in dry condition for perforations in accordance with the P-BFS test protocols as specified in NIJ Standard-0101.06, Section 7.8, at the Conditioned Armor Test Velocities (set forth in NIJ Standard-0101.06, Table 4) for the test rounds specified for the applicable NIJ threat level as indicated on the Vest's label. The test will be deemed satisfactory so long as there are no perforations of the ballistic panels.

A Used Vest is not required or expected to meet any backface signature thresholds. Backface signatures of the ballistic panels may be measured and recorded by Safariland in the conduct of its perforation testing, but such data shall be considered informational only and shall not be considered for purposes of determining whether the Used Vest passes the perforation test.

In the unlikely event of an unsatisfactory perforation test result, Safariland shall conduct a detailed review of all applicable test data and conditions, and shall implement such follow-on test protocols as may be needed to determine the scope of any potential ballistic performance issue(s) and causal factor(s) (e.g., test sample condition, environmental factors, workmanship, materials, lot consistency, model design).

Implementation of the VestCheck Perforation Testing Program as regarding the ballistic performance of any Used Vest shall be determined exclusively by Safariland. Ballistic performance or other tests performed by a buyer, user, government agency, laboratory, or any other party not expressly authorized by Safariland shall not be valid for purposes of any warranty or other representations made by Safariland.

### USE AND CARE WARNINGS

This flexible body armor vest ("Vest") is an integrated system consisting of an outer carrier and front and back torso ballistic panels.

**FAILURE TO CLOSELY FOLLOW THESE USE & CARE INSTRUCTIONS WILL VOID ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY BALLISTIC PERFORMANCE WARRANTY, AND COULD LEAD TO SERIOUS INJURY OR DEATH.**

**DO NOT ABUSE YOUR VEST!** If this Vest is heavily worn (e.g., wrinkles or rolls in the ballistic panels, open breaks in the outer carrier, heavy stains, worn threads, visible moisture, cracked seams, cover splits), regardless of its age, it shall be deemed to be abused and no longer subject to any warranties.

**INSPECT YOUR VEST FREQUENTLY!** Should the ballistic panel package (including without limitation any edge seal of a ballistic panel, where applicable) be broken, interrupted, cracked or damaged in any way, the Vest should immediately be taken to an authorized dealer for an inspection. Ballistic panels that are broken, interrupted, cracked or damaged may negatively impact the Vest's ballistic performance and may need to be repaired or replaced!

**STORE YOUR VEST CAREFULLY!** The resistance and performance of ballistic panels are known to change with time and wear, especially when exposed to extreme environmental conditions. This Vest should not be stored in places where it is exposed to high temperatures and/or in combination with high humidity for long periods of time. Exposure to such extreme environmental conditions may negatively impact the Vest's ballistic performance.

**APPLICABLE TO CUSTOM-FIT VESTS:** Only the original user who was custom-fit by an authorized dealer under Safariland's SizeRight™ program should wear this Vest. Users should never allow any other person to wear his or her custom-fit Vest without it first being re-sized for the new user by an authorized dealer.

**OTHER EXAMPLES OF IMPROPER USE:** Replacing the ballistic panels with those from another manufacturer; placing Safariland's ballistic panels into an unauthorized outer carrier; wearing the outer carrier without inserting the ballistic panels; or inserting the ballistic panels into the outer carrier in the wrong direction. Contact Safariland's Customer Service Department if you have any questions about authorized configurations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Southfield MI Office 3000 Town Center Suite 3000 Southfield MI 48075 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Safariland, LLC 13386 International Parkway Jacksonville FL 32218 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b> 0080FI
	<b>INSURER A:</b> Allianz Insurance PLC		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570042799527**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		GBL000736090 Excess Products Liability	10/31/2010	10/31/2011	EACH OCCURRENCE      \$13,000,000 AGGREGATE                \$13,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570042799527

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

City of Beverly Hills Attn: Purchasing Division 455 North Rexford Drive Beverly Hills CA 90210 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
---	---

©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



