



AGENDA REPORT

Meeting Date: July 5, 2016

Item Number: D-6

To: Honorable Mayor & City Council

From: Joseph Matsch, Battalion Chief
Mike Hand, Battalion Chief

Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ALLSTAR FIRE EQUIPMENT INC. TO FURNISH LABOR AND MATERIALS FOR THE SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR THE FIRE DEPARTMENT;

APPROPRIATION OF \$111,000 FROM AVAILABLE GENERAL FUND BALANCE FOR THE PURCHASE OF THE SELF-CONTAINED BREATHING APPARATUS EQUIPMENT; AND

AUTHORIZING A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$588,725.02 FOR THE PURCHASE OF THE SELF-CONTAINED BREATHING APPARATUS EQUIPMENT

Attachments:

1. Agreement
2. Bid Proposal

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement with AllStar Fire Equipment Inc. for the purchase of the Self-Contained Breathing Apparatus (SCBA), approve a purchase order in an amount not-to-exceed \$588,725.02 for this purchase, and appropriate \$111,000 from the available General Fund Balance to the Equipment Replacement Fund.

INTRODUCTION

The Beverly Hills Fire Department (BHFD) needs to replace its Self-Contained Breathing Apparatus (SCBA) from its current inventory. The apparatus have reached the end of its useful life. The replacement SCBA will bring our respiratory protection equipment in-line with the current industry standards as follows:

- 1.) NIOSH 42 CFR, Part 84 for Chemical, Biological, Radiological, and Nuclear protection (CBRN)
- 2.) Compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
- 3.) Compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems.
- 4.) The integrated self-rescue device is compliant to the NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
- 5.) All electronic components are approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F, G, Hazardous locations.

On May 3, 2016, the City published RFP No. 16-09 for the Fire Department's Self-Contained Breathing Apparatus, which was posted in the City's website and emailed to potential bidders. From May 3-May 10, 2016, the City encouraged interested vendors to submit their proposals and allowed an opportunity for a Question & Answer (Q&A) about the RFP via email. City staff also worked very closely with the City Clerk and City Attorney's Office, to ensure accurate documentation and compliance with RFP procedures.

DISCUSSION

The City received one response from all potential proposers. A group of evaluators was established and a score sheet was utilized to assess the RFP. The scoring was based on the following measures:

- ✓ Minimum Qualifications
- ✓ Specifications
- ✓ Training and Fit Testing
- ✓ Functionality and Usability
- ✓ Customer Service
- ✓ Experience
- ✓ Pricing
- ✓ Other (such as any intangibles that the contractor is best-suited for awarding)

Based on these key categories, which is also detailed in the Scope of Work, the only responsive vendor garnered a total score of 89 out of the possible 96 maximum points:

Proposer	Evaluator-1	Evaluator-2	Evaluator-3	Evaluator-4	TOTAL SCORE
AllStar Fire Inc.	22	23	22	22	89

After a thorough review by the evaluators, the proposal of the only proposer, AllStar Fire Inc., proves to be cost-effective. They extended their special pricing offer, combined with the manufacturer, in order to capture additional market share in the Los Angeles area. This translates to over \$100,000 in savings when compared to similar recent purchases made by other fire agencies. AllStar Fire Inc. also agreed to retrofit our current Rapid Intervention Rescue Packs, which are used to rescue trapped or downed firefighters, at no additional charge. The instant compatibility represents further monetary savings due to reduced training needs and equipment costs.

FISCAL IMPACT

During its study session on April 5, 2016, the City Council earmarked funds of \$111,000 from the Fiscal Year (FY) 2014/15 available year-end General Fund balance for the replacement of the SCBA. It is requested that the City Council, now, appropriate those funds. The remainder of the funding amount, under Equipment Replacement Funds for SCBA Equipment (Fund-400), is already included in the department's budget for equipment replacement.

The funding breakdown, which will be incurred in FY 2016/17, are as follows:

Equipment Replacement Funds for SCBA Equipment (Fund-400)	\$478,087.80
City Council Earmarked Funds	<u>\$111,000.00</u>
SCBA TOTAL FUNDING AMOUNT	\$589,087.80



Don Rhoads

Finance Approval



Ralph E. Mundell

Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
ALLSTAR FIRE EQUIPMENT INC. TO FURNISH LABOR AND
MATERIALS FOR THE SELF-CONTAINED BREATHING
APPARATUS (SCBA) FOR THE FIRE DEPARTMENT

NAME OF CONTRACTOR: AllStar Fire Equipment Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Joseph Sposato, President

CONTRACTOR'S ADDRESS: 12328 Lower Azusa Rd. Arcadia CA 91006

CITY'S ADDRESS: City of Beverly Hills
445 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Ralph Mundell, Fire Chief

COMMENCEMENT DATE: July 14, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: \$588,725.02 (includes tax), as more particularly described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
ALLSTAR FIRE EQUIPMENT INC. TO FURNISH LABOR AND
MATERIALS FOR THE SELF-CONTAINED BREATHING
APPARATUS (SCBA) FOR THE FIRE DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and AllStar Fire Inc. (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 Works.

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 the Commencement Date or upon a 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.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides 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. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

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

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

Section 7. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

(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 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 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 insurance 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 either 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, or on a form acceptable to the Risk Manager. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured with respect to operations performed on behalf of the City.

(f) To extent of loss attributable to Contractor, 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.

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.

Section 13. Termination.

(a) Either party shall have the right to terminate this Agreement for any reason or for no reason upon five (5) calendar days' written notice to the opposite party. 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 three years. 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 and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

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

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

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

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

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

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

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any

of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

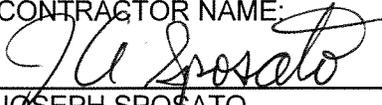
CITY OF BEVERLY HILLS
A Municipal Corporation

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

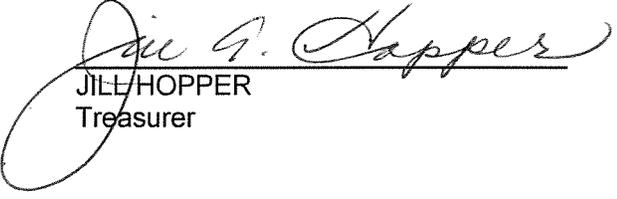
ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR NAME:



JOSEPH SPOSATO
President



JILL HOPPER
Treasurer

[Signatures continue]

APPROVED AS TO FORM:



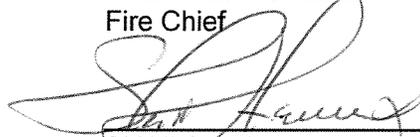
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



RALPH E. MUNDELL
Fire Chief



SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall provide the following equipment and training in connection with the purchase and implementation of the Self-Contained Breathing Apparatus (SCBA). Specifications shall include, but are not limited to the following:

(A.) Specifications:

CITY's Fire Department desires to purchase seventy (70) sets of Scott Health and Safety Self Contained Breathing Apparatus (SCBA) to replace its existing equipment. CONTRACTOR shall sell CITY the following equipment:

ITEM	PART No.	QUANTITY
1.) Scott Air Pack X3, Snap Change	X3415022200302	70
2.) Epic 3 Voice Amplifier	201275-01125	85
3.) AV-3000 HT Kevlar Headnet w/RS Amplifier Bracket, Small	201215-04	10
4.) AV-3000 HT Kevlar Headnet w/RS Amplifier Bracket, Med	201215-05	70
5.) AV-3000 HT Kevlar Headnet w/RS Amplifier Bracket, Lg	201215-06	20
6.) Cylinder 5500 psig 45-minute Snap Change w/Valve Assembly	200970-01	210
7.) Cylinder 5500 psig 60-minute Snap Change w/Valve Assembly	200973-01	10
8.) Tool Adapter	2000388-01	15
9.) Customer Supplied RIC-Pack Conversion	NA	4

All items shall conform to the terms, conditions, and specifications included in this Exhibit.

All equipment shall be approved by NIOSH/OSHA as positive pressure breathing apparatus and meet all requirements set forth in NFPA 1981 (2013) edition "Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services", and the NFPA 1982, (2013) edition for "Personal Alert Safety Systems (PASS)".

(B.) Approvals:

- 1.) The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN)
- 2.) The SCBA shall be compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
- 3.) The SCBA shall be compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems.
- 4.) If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
- 5.) All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F, G, Hazardous locations.

(C.) Training and Fit Testing:

CONTRACTOR shall provide the following training to CITY Fire Department staff, designated by CITY:

- a.) Training for testing and maintenance of SCBA equipment.
- b.) Required tools, including software, to be supplied during training for performing repairs, maintenance and flow testing, and any other required diagnostic evaluation or testing.
- c.) Instructor training on use of SCBA.
- d.) Electronic media to be supplied to CITY Fire Department staff upon completion of training and orientation for future use.
- e.) Training for fit testing of equipment to CITY designated Fire Department staff.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONTRACTOR for the purchase of SCBA equipment and training as follows:

70 ea	Model X3415022200302 AIRPAK X3 NFPA Approved SCBA Unit with: Kevlar Harness Assembly with Parachute Clips Aluminum Backframe Assembly High Pressure 5500 psi with Snap Change Cylinder Connection EZ Flo CBRN Rated Regulator with HUD and Quick Disconnect Dual EBSS Buddy Breather Integrated PASS Console with PAK Tracker RIC/UAC Connection	\$5095.75	\$356,702.50
85 ea	201275-01 EPIC 3 Voice Amplifier	\$369.82	\$ 31,434.70
10 ea	201215-04 AV3000HT Facemask with Kevlar Head Harness Size Small	\$255.99	\$ 2,559.90
70 ea	201215-05 AV3000HT Facemask with Kevlar Head Harness Size Medium	\$255.99	\$ 17,919.30
20 ea	201215-06 AV3000HT Facemask with Kevlar Head Harness Size Large	\$255.99	\$ 5,119.80
210 ea	200970-01 Carbon Fiber Cylinder and Snap Change Valve Assy - 5500 psi – 45 Minute Duration	\$519.99	\$109,197.90
10 ea	200973-01 Carbon Fiber Cylinder and Snap Change Valve Assy - 5500 psi – 60 Minute Duration	\$1159.97	\$ 11,599.70
15 ea	200388-01 Tool Adapter	\$372.06	\$ 5,580.90
4 ea	Customer Supplied RIC – Pack Conversion (no charge)	\$0.00	\$0.00
		Subtotal -	\$540,114.70
		9% Tax -	\$ 48,610.32
		Total -	\$588,725.02

All items shall be manufactured by Scott Health and Safety.



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED _____

COMPANIES AFFORDING COVERAGE

- A. _____
- B. _____
- C. _____

ADDRESS _____

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

Attachment 2

ALLSTAR Fire Equipment Inc.

May 17, 2016

City of Beverly Hills
Attn: Captain Mike Hand
445 N. Rexford Dr
Beverly Hills, CA 90210

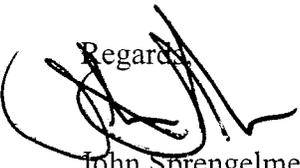
Ref: Proposal for Self Contained Breathing Apparatus
Due: 5-18-16 – 2:00pm

Dear Sir:

Allstar Fire Equipment is an authorized Scott breathing apparatus testing, training and repair facility. We work closely with Scott Safety and their local sales representative to provide our excellent sales and service for the past 25 years. Our factory certified technician has been trained by Scott personnel and is qualified in the repair of Scott breathing apparatus.

Allstar Fire Equipment Inc, was founded in 1991 by experienced fire equipment specialists. The company has two locations, with its main office in Arcadia California (15,000 sq ft) and our northern branch in Hayward California (7000 sq ft). Allstar employs 27 people and has facilities for both sales and service. Our fully trained order desk is available from 8:00 am to 6:00 pm Monday thru Friday. Emergency numbers are provided for full around the clock coverage when needed. Allstar has 10 fulltime outside salesmen to provide on site service and training. Allstar has solid financial backing, assuring our customers of reliable, continuous customer service. Inventory is maintained at more than \$2 million dollars to assure quick service for emergency needs. All of us at Allstar look forward to continuing our excellent business relationship with the City of Beverly Hills and will supply the required equipment in a timely manner.

Regards



John Sprengelmeyer
Bid Analyst/Sales



May 17, 2016

Beverly Hills Fire Department
Attn: Captain Mike Hand
445 N. Rexford Drive
Beverly Hills, CA 90210

Ref: RFP # 16-09 Proposal for Self Contained Breathing Apparatus
Due: May 18, 2016 - 2:00 pm

Dear Sir:

Allstar Fire Equipment is pleased to offer the following items for this proposal.

All items below are manufactured by Scott Health and Safety.

70 ea	Model X3415022200302 AIRPAK X3 NFPA Approved SCBA Unit with: Kevlar Harness Assembly with Parachute Clips Aluminum Backframe Assembly High Pressure 5500 psi with Snap Change Cylinder Connection EZ Flo CBRN Rated Regulator with HUD and Quick Disconnect Dual EBSS Buddy Breather Integrated PASS Console with PAK Tracker RIC/UAC Connection	\$5095.75	\$356,702.50
85 ea	201275-01 EPIC 3 Voice Amplifier	\$369.82	\$ 31,434.70
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15 ea	200388-01 Tool Adapter	\$372.06	\$ 5,580.90
4 ea	Customer Supplied RIC – Pack Conversion (no charge)	\$0.00	\$0.00
		Subtotal -	\$540,114.70
		9% Tax -	\$ 48,610.32
		Total -	\$588,725.02

Thank you for the opportunity to quote on your fire equipment requirements.

Regards,



John Sprengelmeyer
Bid Analyst



May 3, 2016

**NOTICE INVITING PROPOSALS TO FURNISH LABOR AND MATERIALS FOR
SELF-CONTAINED BREATHING APPARATUS (SCBA)
FOR THE BEVERLY HILLS FIRE DEPARTMENT**

RFP NO. 16-09

The City of Beverly Hills invites prospective Respondents to submit proposals for Fire Department's purchase of the Self-Contained Breathing Apparatus (SCBA) equipment. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective Respondents via e-mail at 4:00 p.m. (Pacific Standard Time) on **May 3, 2016**. Sealed proposals must be received in the Fire Department located at 445 North Rexford Drive Beverly Hills, California; by no later than 4:00 p.m. (Pacific Standard Time) on May 17, 2016, via mail or in-person, at which time they will be opened. Late proposals will not be accepted, and will be returned unopened, regardless of postmark.

Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting contractor. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be directed to the primary contact, Mike Hand, for response, and sent via e-mail to mhand@beverlyhills.org. To ensure a timely response, please copy the following contacts also: Gregory Barton (gbarton@beverlyhills.org); Joseph Matsch (jmatsch@beverlyhills.org) and Michael Liongson (mliongson@beverlyhills.org) on all inquiries. Any inquiry should state the question only, without additional information. Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit two (2) copies of their proposal in a sealed envelope.

The envelope should be clearly marked as follows:

Proposal for Self-Contained Breathing Apparatus (SCBA) Equipment:

**RFP NO. 16-09
Attention: Mike Hand, Fire Captain
c/o Fire Department
445 N. Rexford Drive
Beverly Hills, CA 90210**

**REQUEST FOR PROPOSALS
TO FURNISH LABOR AND MATERIALS FOR
SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR THE BEVERLY HILLS FIRE
DEPARTMENT**

Date of Request: May 3, 2016

RFP Number: 16-09

Item Description: The City of Beverly Hills is accepting proposals from qualified companies for the Fire Department's purchase of the Self Contained Breathing Apparatus (SCBA).

Question Period: May 3, 2016 @ 4:00 p.m. through May 10, 2016 @ 4:00 p.m. (Pacific Standard Time). All inquiries must be received via email during this period. Emails must be sent to: mhand@beverlyhills.org and copy to gbaron@beverlyhills.org; jmatsch@beverhills.org; and mliongson@beverlyhills.org.

All substantive inquiries will be answered in a weekly comprehensive document which will be sent via e-mail to all potential Respondents and posted on the City's website.

Open Date: May 18, 2016, Wednesday at 2:00 p.m. (Pacific Standard Time)

Evaluation Period: May 19, 2016-May 24, 2016

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Section 3: Insurance and Indemnification Requirements

Section 4: Background Information and Requirements

Section 5: Format of Response / Proposal

Section 6: Acceptance of Proposals

RFP Form

Draft Agreement

SECTION 1: MINIMUM QUALIFICATIONS

1-1. Respondents must provide complete proposals.

1-2. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: GUIDELINES & GENERAL INFORMATION

2-1. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.

2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with equipment and training required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the equipment and training requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for contractor to request additional compensation.

2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the evaluators with enough information to make a fair assessment of the Respondent's services.

2-4. Each Respondent shall submit, in full, the completed original RFP form along with all other requested documentation, and all necessary descriptive materials of work Respondent proposes to furnish. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.

2-5. 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 and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

2-6. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the 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.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS

3-1. The Respondent selected ("Contractor") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, 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.

3-2. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, 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 services required by the Agreement.

3-3. Contractor agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.

3-4. Contractor shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.

3-5. The policy or policies required by the 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.

3-6. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.

3-7. At all times during the term of the Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.

3-8. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under the 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 the Agreement.

3-9. The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.

3-10. 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.

3-11. Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: BACKGROUND INFORMATION AND REQUIREMENTS

A. Specification:

The Beverly Hills Fire Department intends to purchase seventy (70) sets of Scott Self Contained Breathing Apparatus (SCBA) to replace its existing equipment. The following equipment will be included in the purchase:

ITEM	PART No.	QUANTITY
1.) Scott Air Pack X3, Snap Change	X3415022200302	70
2.) Epic 3 Voice Amplifier	201275-01125	85
3.) AV-3000 HT Kevlar Headnet w/RS Amplifier Bracket, Small	201215-04	10
4.) AV-3000 HT Kevlar Headnet w/RS Amplifier Bracket, Med	201215-05	70
5.) AV-3000 HT Kevlar Headnet w/RS Amplifier Bracket, Lg	201215-06	20
6.) Cylinder 5500 psig 45-minute Snap Change w/Valve Assembly	200970-01	210
7.) Cylinder 5500 psig 60-minute Snap Change w/Valve Assembly	200973-01	10
8.) Tool Adapter	2000388-01 <i>Correct 200388-01</i>	15
9.) Customer Supplied RIC-Pack Conversion	NA	4

A successful RFP shall provide the aforementioned equipment to specifications listed herein.

All items must conform to the terms, conditions, and specifications included in this specification, including attachments, if any.

All equipment shall be approved by NIOSH/OSHA as positive pressure breathing apparatus and meet all requirements set forth in NFPA 1981 (2013) edition "Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services", and the NFPA 1982, (2013) edition for "Personal Alert Safety Systems (PASS)".

B.) Approvals:

1. The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN)
2. The SCBA shall be compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
3. The SCBA shall be compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems.
4. If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
5. All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F, G, Hazardous locations.

C.) Training and Fit Testing:

Training shall be provided to designated Department staff. A detailed description of the training delivery shall be included in the RFP. Responsive RFPs shall include, but not necessarily limit reference to:

- a. Training for testing and maintenance of equipment.
- b. Required tools, including software, to be supplied during training for performing repairs, maintenance and flow testing, and any other required diagnostic evaluation or testing.
- c. Instructor training on use of SCBA.
- d. Electronic media to be supplied to Department staff upon completion of training and orientation for future use.
- e. Training for fit testing of equipment to designated Department staff.

SECTION 5: FORMAT OF RESPONSE / PROPOSAL

(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)

5-1. Companies interested in responding should submit a packet including:

5-1.1 RFP Form

5-1.2 Respondent Description. A description of the Respondent, including the organization's experience with the Self-Contained Breathing Apparatus (SCBA) equipment.

5-1.3 References. Provide a listing of relevant professional references, including contact information, on the RFP Form.

5-1.4 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement.

5-1.5 Draft Agreement. Carefully review the attached draft agreement and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification.

PART 6: ACCEPTANCE OF PROPOSAL

6-1. The City reserves the right to accept or reject any and all RFPs and reserves the right to waive technicalities where such action best serves the interest of the City.

6-2. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City.

6-3 The City will also be utilizing a Scoring Sheet to evaluate all submitted proposals.

RFP FORM

(Must be completed by Respondent)

The undersigned proposes to furnish all services set forth herein, subject to all conditions outlined in the RFP, at the rate indicated below:

PAYMENT TERMS: Net 30 Days

EXCEPTIONS / DEVIATIONS FROM RFP:

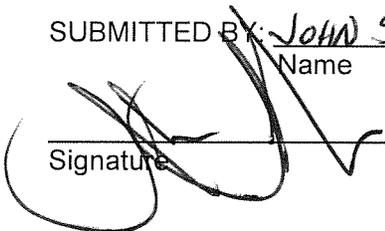
CONTRACTOR NAME: ALLSTAR FIRE EQUIPMENT

ADDRESS: 12328 LOWER AZUSA RD ARCADIA, CA 91006

TELEPHONE: 626 652 0900 E-MAIL: JOHNS@ALLSTARFIRE.COM

SUBMITTED BY: JOHN SPRENGELMEYER
Name

BID ANALYST
Title



Signature



**CITY OF BEVERLY HILLS
 VENDOR QUOTATION/RFP REPORT
 for Self-Contained Breathing Apparatus (SCBA)
 for the Beverly Hills Fire Department**

Please fill out and complete ALL information.

Vendor Name	ALLSTAR FIRE EQUIPMENT
Vendor Phone	626 652 0900
Vendor Fax	626 652 0919
Vendor Email	JOHNS@ALLSTARFIRE.COM
Quoted By (complete name)	JOHN SPRENGELMEYER
Date	MAY 17, 2016
Quote Expiration Date – Important!!!	AUGUST 20, 2016
Reference 1 (Name, Phone #, and email address of client)	LONG BEACH F.D.
STEVE MORITZ 562-570-1177	STEVE.MORITZ@LONGBEACH.GOV
Reference 2 (Name, Phone #, and email address of client)	PASADENA F.D.
TONY FUNG 626-793-1449	TFUNG@CITYOFPASADENA.NET
Reference 3 (Name, Phone #, and email address of client)	ORANGE COUNTY FIRE
RUSS SNIDER 714-573-6600	RUSSSNIDER@OCFA.ORG
Amount of General Liability Insurance Carried, Per Incident	\$ 2,000,000.00
Amount of Automobile Insurance Carried, Per Incident	\$ 1,000,000.00
Does Vendor carry Workers' Compensation Insurance for all employees, sufficient to cover State of California legal requirement?	YES
For how many years has Vendor been in the business of supplying Self-Contained Breathing Apparatus (SCBA) equipment?	# of years: 23

SAMPLE AGREEMENT:

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CONTRACTOR TO FURNISH
LABOR AND MATERIALS FOR SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR
THE FIRE DEPARTMENT

NAME OF CONTRACTOR: Contractor Name

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Name, Title

CONTRACTOR'S ADDRESS: Address City, State, Zip

CITY'S ADDRESS:

City of Beverly Hills

455 N. Rexford Drive

Beverly Hills, CA 90210

COMMENCEMENT DATE: TBD

TERMINATION DATE: TBD

CONSIDERATION: TBD

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CONTRACTOR TO FURNISH
LABOR AND MATERIALS FOR SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR
THE FIRE DEPARTMENT

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

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Contractor represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

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.

This Agreement shall commence upon a notice to proceed, and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 12 of this Agreement.

Section 3. Compensation.

- (a) Compensation and Expenses. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).
- (b) Additional Services. City may from time to time require Contractor to perform additional services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment.

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

Section 5. **Independent Contractor.**

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

Section 6. **Assignment.**

This Agreement shall not be assigned in whole or in part, by Contractor, without the 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. **Party Representatives.**

(a) Contractor's Responsible Principal.

The 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 Principal by Contractor shall not be made without the prior written consent of City.

(b) City's Representative.

The City Manager or his designee shall represent City in the implementation of this Agreement.

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.

Section 9. **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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 10. **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 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 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 services required by this Agreement.

(3) Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(b) Contractor shall require each of its sub-contractors or subcontractors 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 either 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 on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to the City Attorney and Risk Manager, 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.

(f) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. 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, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.

(k) 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 11. **Indemnification**

Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

Section 12. **Termination**

(a) City may cancel this Agreement, with or without cause, at any time upon five (5) 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 full

compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid 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 13. **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 Services.

Section 14. **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 years. 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 and 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 notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during 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 designate in writing.

Section 19. **Attorney's Fees.**

In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 20. **Precedence.**

In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 21. **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 22. **Governing Law.**

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

Section 23. **No Third Party Beneficiaries.**

This Agreement and the obligations hereunder are not intended to benefit any party other than City and Contractor, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 24. **Severability.**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the _____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

John Mirisch
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR NAME:

NAME
Title

NAME
Title

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

LAURENCE S. WIENER
City Attorney

RALPH E. MUNDELL
Fire Chief

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

Outlined below are equipment and training to be provided by the CONTRACTOR. Said equipment and training are for the purchase and implementation of the Self-Contained Breathing Apparatus (SCBA). Specifications shall include, but are not limited to the following:

A. Specification: *(SEE ATTACHED QUOTATION ON ALLSTAR LETTERHEAD)*

The Beverly Hills Fire Department intends to purchase seventy (70) sets of Scott Self Contained Breathing Apparatus (SCBA) to replace its existing equipment. The following equipment will be included in the purchase:

ITEM	PART No.	QUANTITY
1.) Scott Air Pack X3, Snap Change	X3415022200302	70
2.) Epic 3 Voice Amplifier	201275-01125	85
3.) AV-3000 HT Kevlar Headnet w/RS Amplifier Bracket, Small	201215-04	10
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7.) Cylinder 5500 psig 60-minute Snap Change w/Valve Assembly	200973-01	10
8.) Tool Adapter	2000388-01 200388-01	15
9.) Customer Supplied RIC-Pack Conversion	NA	4

A successful submission shall provide the aforementioned equipment to specifications listed herein.

All items must conform to the terms, conditions, and specifications included in this specification, including attachments, if any.

All equipment shall be approved by NIOSH/OSHA as positive pressure breathing apparatus and meet all requirements set forth in NFPA 1981 (2013) edition "Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services", and the NFPA 1982, (2013) edition for "Personal Alert Safety Systems (PASS)".

B.) Approvals:

- 1.) The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN)

- 2.) The SCBA shall be compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
- 3.) The SCBA shall be compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems.
- 4.) If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
- 5.) All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F, G, Hazardous locations.

C.) Training and Fit Testing:

Training shall be provided to designated Department staff. A detailed description of the training delivery shall be included in the RFP. Responsive RFPs shall include, but not necessarily limit reference to:

- a.) Training for testing and maintenance of equipment.
- b.) Required tools, including software, to be supplied during training for performing repairs, maintenance and flow testing, and any other required diagnostic evaluation or testing.
- c.) Instructor training on use of SCBA.
- d.) Electronic media to be supplied to Department staff upon completion of training and orientation for future use.
- e.) Training for fit testing of equipment to designated Department staff.

**EXHIBIT B
RATES AND PAYMENT**