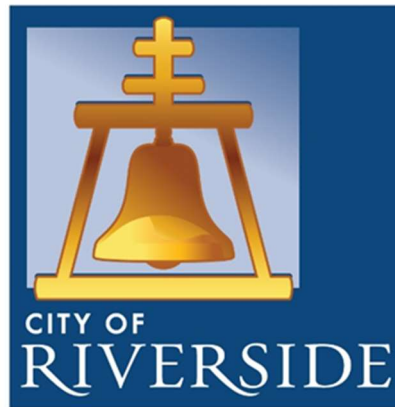


REQUEST FOR BIDS

RPD P-DPO HANDGUNS

RFB No. 7830



City of Arts & Innovation

**ISSUED BY
THE CITY OF RIVERSIDE
FINANCE-PURCHASING DIVISION FOR:**

Riverside Police Department
7020 Central Avenue
Riverside, CA 92504

BID RESPONSE DUE

March 22, 2021 BEFORE 3:00PM PST

REQUEST FOR BIDS

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1. Introduction/Purpose

The City of Riverside (“City”) is seeking one (1) qualified entity or individual (“Company”) to provide the Riverside Police Department (40) P Dawson Precision Optic Handguns and accessories. The City will award to the lowest priced Company.

Bid Responses are requested from Companies that have a demonstrated ability to provide the Goods identified in this Request For Bid (“RFB”).

2. Schedule of Events

The following **tentative** schedule of events has been prepared:

Event	Date	Time
Request For Bids Released	03/08/2021	N/A
Final Q&A Due	03/15/2021	3:00PM PST
Responses to Q&A Released	03/18/2021	N/A
Bid Responses Due	03/22/2021	3:00PM PST

The City reserves the right to amend, withdraw and cancel this RFB. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Bidder about any statement in its bid response that the City finds ambiguous.

3. Prerequisites

A Bid Response will only be considered from Companies that meet the following prerequisites:

- Have registered as a “Prospective Bidder” on the City’s electronic Current Prospective Bidders List. Companies can register at:

[PlanetBids Vendor Portal](#)

- Once registered, Companies must download this RFB by clicking “Place eBid” under their name in order to appear on the Bidder’s List as a “Prospective Bidder.” Companies that fail to specifically download this RFB will not appear on the Bidders’ List and will be unable to participate or be considered for this RFB.
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company’s discipline and the Services or Goods on the date the Bid Response is submitted.
- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

4. General Terms and Conditions

The successful Company shall agree to the Purchase Order Terms and Conditions (Exhibit A). All Purchase Order Terms and Conditions are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the Contract.

5. Inquiries

If prior to the date fixed for submission of Bid Response, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFB or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFB.

If a Company fails to notify the City, prior to the date fixed for submissions of Bid Responses, of an error in the RFB known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Bid Response at its own risk, and if the Company is awarded a Purchase Order, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFB must be submitted via "Q&A" through the City's Electronic Bidding System, PlanetBids Vendor Portal.

The Final day for receipt of questions from the Proposer shall be on or before the date stated within the Section 2. Schedule of Events. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFB that will be posted on the City's website. **Any communications, whether written or verbal, with any City Council member, the Honorable Mayor, or City staff other than the Solicitation Representative as indicated on the City's Bidding Website, prior to award of a Purchase Order by City Council, is strictly prohibited. The Proposer who violates this provision shall be immediately disqualified from consideration as a vendor under the terms of this RFB.**

6. Completion of Bid Response

Bid Response shall be completed in all respects as required by this RFB. A bid response may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the bid response. Bid Responses which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the bid response, and the attribute, condition, or capability is a requirement of this RFB, the bid response will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Bid Response will render it non-responsive and will cause its rejection.

The Company, in responding to this RFB, must submit Bid Responses in the format identified in this RFB. The Bid Response must address all requirements of the RFB even if a "no response" is appropriate.

Costs for developing Bid Responses are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFB, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFB. The Company responding to this RFB shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

7. Delivery/Submission of Bid Responses

Bid Response Due Date/Time shall be before the date and time stated in Section 2. Schedule of Events.

All prospective Companies submitting a bid response must appear on the City's electronic Current Prospective Bidders List as a "Prospective Bidder." Companies shall register on the City's Electronic Bidding System, [PlanetBids Vendor Portal](#). Once registered, Companies must **download the RFB by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFB by clicking "Place eBid" will not appear on the Current Prospective Bidders List and their bid responses will be considered non-responsive. If a Company is unable to register or download the RFB from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

All bid response documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all bid responses and to waive information and minor irregularities in any bid response received.

Acceptance of Purchase Order Terms and Conditions - Submission of a bid response pursuant to this RFB shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFB.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFB. Bid responses not received before the bid event time will not be accepted.

8. Alternative Bid Responses

Only one bid response is to be submitted by each Company for this RFB. Multiple simultaneous bid responses will result in rejection of all Bid Responses submitted by Company. A Company may, prior to the bid response due date and time, withdraw a bid response and submit a new bid response, so long as the new bid response is submitted before the bid response due date and time.

9. Bid Response Format and Content

Bid responses should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFB. Bid Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Bid Responses shall adhere to the following format for organization and content. Bid Responses must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Company Information
- Disclosure Questionnaire

a. Company Information (Exhibit C)

As outline in Exhibit C, all bid responses submitted shall include the Company's information, and signed by an authorized representative of the Company.

b. Disclosure Questionnaire (Exhibit D)

All bid responses submitted shall include a response to the Disclosure Questionnaire utilizing the form in Exhibit D. Please disclose any and all past or current business and personal relationships with any current Riverside elected official, appointed official, City employee, or family member of any current Riverside elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.*** Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

10. Examination of RFB and Sites of Work

The Company shall carefully examine the RFB and all sites, if applicable, of the services or goods contemplated. The submission of a Bid Response shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of services or goods to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Bid Response, RFB, and other Purchase Order and Contract Documents.

By submitting a Bid Response, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFB, included all costs necessary to complete the specified services or goods in its proposed prices, and agrees that if it is awarded the Company shall will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

11. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the bid response. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

12. Withdrawal of Bid Response

All bid responses shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of bid responses noted herein. Submitted Bid Responses may be withdrawn at any time prior to the submission deadline.

13. Public Records

All Bid Responses submitted in this RFB become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Bid Response and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Bid Response. All materials, ideas and formats submitted in response to this RFB will become the property of the City on receipt.

14. Rejection of Bid Responses

The City may reject any/or all Bid Responses and may waive any immaterial deviation in a Bid Response. The City's waiver of an immaterial defect shall in no way modify this RFB or excuse the Company from full compliance with this RFB and/or the Purchase Order Terms and Conditions if awarded the Purchase Order. Bid Responses that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any bid response if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

15. Protest Procedures

A Proposer not selected by the City for the award of the Purchase Order desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.011.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.011.00-Procurement-Protest-Procedures.pdf>.

16. Cancellation

The City retains the right to cancel this RFB at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any bid responses.

17. Evaluation of Bid Responses

The City reserves the right to amend, withdraw, and cancel this RFB. The City also reserves the right to reject all responses to this RFB at any time prior to issuing a Purchase Order. Furthermore, the City reserves the right to request additional information about any and all bid responses that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Bid Responses shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFB. Bid Responses that have not followed the rules, do not meet minimum content and quality standards, will be rejected as non-responsive.

Companies will be evaluated on the basis of the following criteria:

- a. Pricing (100%)

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

18. Contract Term

The City of Riverside is soliciting bids to provide the City with a one-time purchase of (40) P-DPO Handguns and accessories. Prices shall be firm for a period of one hundred twenty (120) days following the deadline date for submission of bid responses noted herein.

19. Delivery Information

All prices shall be F.O.B. All documents (i.e. delivery slips) will be furnished at the time of delivery and must be signed by an authorized person receiving the delivery.

Delivery Address:

City of Riverside Police Department
Attn: Lt. Corbett
7020 Central Avenue
Riverside, CA 92504
Delivery Hours 9:00 AM PST – 3:00 PM PST

20. Contract Documents

In submitting a Bid Response, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's Purchase Order Terms and Conditions ("Agreement")***. The City's Purchase Order Terms and Conditions is **non-negotiable**, and a copy of the Purchase Order Terms and Conditions are attached hereto as Exhibit A. **Any change to the Purchase Order Terms and Conditions will deem the Bid Response non-responsive.** In the event of a conflict exists between documents the following order of precedence shall apply:

- Purchase Order Terms and Conditions
- City of Riverside's Request For Bids
- Company's Response to the Request For Bids

21. Execution of Purchase Order

After Purchase Order award, the following Purchase Order shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- Confirmation of current business tax certificate.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

22. Failure to Execute the Purchase Order

Failure to execute the Purchase Order and furnish the required business tax certificate, within the required time period shall be just cause for the rescission of the award, and the City may award the Purchase Order to the next qualified Company.

EXHIBIT A
PURCHASE ORDER TERMS & CONDITIONS
TERMS AND CONDITIONS FOR PURCHASE ORDERS
(FOR GOODS, COMMODITIES, AND SERVICES)

- 1 **PURCHASE OF GOODS & SERVICES.** City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") and/or to provide the services ("Services") set forth in (i) the City's Notice Inviting Bids or other written solicitation of bids by the Purchasing Agent ("City's Bid Documents") and (ii) Vendor's Bid in response thereto ("Vendor's Bid"). The City's Bid Documents and the Vendor's Bid shall be referred to collectively as the "Bid Documents." The Goods shall be in compliance with all of the standards and specifications set forth in the Bid Documents, and the Services shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent shall be as follows: (i) specifications set forth in this Purchase Order; (ii) City's Bid Documents; and (iii) Vendor's Bid. There shall be no substitution of Goods or Services, without the prior written authorization of the Purchasing Agent.
- 2 **DELIVERY DATE.** The Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship/Bill To" and Services must be provided by the Vendor by the request date specified therein ("Required Delivery Date"). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Order and the City may cancel any Goods not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised schedule. If you fail to deliver by the date specified and the City has to purchase goods elsewhere, Vendor will be responsible for any costs City has to expend over and above the original purchase price.
- 3 **PURCHASE PRICE.** The purchase price for the Goods and Services shall be the amount set forth in this Purchase Order. Vendor represents that the prices quoted to or paid by the City will not exceed current prices charged to any other customer by the Vendor on the Execution Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration, and the Vendor will forthwith refund any amounts paid by the City in excess of the price.
- 4 **CANCELLATION.** City, by notifying Vendor in writing, shall have the right to terminate any portion of this Purchase Order prior to the delivery of Goods or at any time during the performance of Services. In the event of such termination, Vendor may submit Vendor's final written statement of the amount of Vendor's Services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and their documents only after delivered to City.
 - 4.1 Other than as stated below, City shall give Vendor thirty (30) days written notice prior to Termination, including where the City decides not to pursue or to postpone the Project which the Goods and/or Services were procured.
 - 4.2 City may terminate this Purchase Order upon fifteen (15) days written notice to Vendor, in the event Vendor substantially fails to perform or materially breaches the Purchase Order terms and conditions.
- 5 **DELIVERY RISK OF LOSS.** All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods must remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Services that do not conform to the terms and conditions of this Bid Documents. Any Goods and Services rejected may be returned to the Vendor at the Vendor's risk and expense.
- 6 **INVOICES.** An invoice must be mailed to the City at the address specified in the Purchase Order as "Bill To" no later

than the 5th day after shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of Goods and Services, unit price, quantities billed, extended totals, and applicable taxes as set forth Section 9 of this Purchase Order.

- 7 **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages and shipping orders. Packing lists specifying the quantity, description, and Purchase Order Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.
- 8 **PUBLIC WORKS.** Public Works shall be performed in accordance with the provisions of the current edition of the Standard Specifications for Public Works Construction ("Greenbook"), unless otherwise specified in the Bid Documents.
- 9 **TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods and Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in the Purchase Order, the purchase price will be considered to include state and city sales or use tax.
- 10 **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Services and must **not** be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.
- 11 **CHANGES.** The City has the right, by written notice, to change the quantity or specifications of the Goods and Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the City as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedules.
- 12 **BUSINESS TAX.** Vendor understands that the Goods or Services provided under this Purchase Order constitutes doing business in the City of Riverside, and Vendor agrees that Vendor will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code, unless Vendor qualifies for an exemption, and keep such tax certificate current during the term of this Purchase Order.
- 13 **INDEMNITY.** Except as to the sole negligence, active negligence or willful misconduct of the City, Vendor shall indemnify, protect, and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgement, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or allege, which arises out of, pertain to, or relate to, or is in any manner connected with the Goods and Services provided pursuant this Purchase Order and/or the performance of work, activities, operations, representations, or duties of Vendor, or anyone employed by or working under Vendor, and from all claims by anyone employed by or working under Vendor

for services rendered to Vendor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Vendor or of anyone employed by or working under Vendor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Purchase Order.

- 14 **DUTY TO DEFEND.** Vendor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits, arbitrations proceedings, administrative proceeds, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any manner connected with: (i) the Goods and Services provided pursuant this Purchase Order; (ii) allegations that the Goods are defective in manufacture or design; (iii) any patent related to the Goods and (iv) the work, activities, operations, representations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Purchase Order by Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Vendor and shall survive the termination of this Purchase Order.
- 15 **INTERPRETATION.** The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.
- 16 **GOVERNING LAW· JURISDICTION.** This Purchase Order shall be construed in accordance with and governed by the laws of the State of California. The purchase of Goods shall take place in Riverside, California. For any dispute arising from this Purchase Order, the parties consent to jurisdiction and venue in the Riverside County Superior Court.
- 17 **NONTRANSFERABILITY.** The Vendor may not transfer or assign this Purchase Order, without the prior written approval of the Purchasing Agent, which may be withheld in his/her sole discretion.
- 18 **DISCOUNTS.** The date used as the basis for discount calculation shall be computed from the date of receipt of invoice, Goods and Services, whichever is later.
- 19 **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Vendor, or in any way affect the Goods or Services provided by the Vendor pursuant to this Purchase Order. Vendor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with applicable laws, ordinances and regulations. Vendor represents and warrants that Vendor has obtained all necessary licenses to provide the Goods or Services and that such licenses are in good standing. Vendor further represents and warrants that the Services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.
- 20 **INTEGRATION· AMENDMENT.** This Purchase Order represents the entire understanding of the City and the Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified except by Change Order or Addendum to Purchase Order.
- 21 **AUTHORITY.** The individuals executing this Purchase Order and the instruments referenced herein on behalf of Vendor each represent and warrant that they have the legal power, right and actual authority to bind Vendor to the

terms and conditions hereof and thereof.

- 22 BREACH OF CONTRACT. City and Vendor are both entitled to seek remedies under the Uniform Commercial Code/California Commercial Code, or California state law for breach of contract under the terms and conditions of this Purchase Order.
- 23 INSURANCE. Subject to the discretion of the City, Vendor may be required to provide, prior to the performance of Services required by this Purchase Order, the following minimum levels of insurance set forth herein:

Prior to commencing work, the Vendor shall procure and maintain at Vendor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Vendor's bid.

Without in any way affecting the indemnity provided, the Vendor shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

A. Minimum Limits of Insurance.

Vendor shall obtain insurance of the types and in the amounts described below:

- 1) Commercial General Liability Insurance
Vendor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) Business Auto Liability Insurance
Vendor shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
- 3) Workers' Compensation and Employer's Liability Insurance
Vendor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- 4) Builder's Risk Insurance (if applicable)
If services to be provided include construction services, unless otherwise set forth in the Bid Documents, Vendor shall obtain its own builder's risk insurance, at its own expense, on all risks of direct physical loss basis, excluding damage caused by an act of God pursuant to California Public Contract Code §7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Riverside, the Vendor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Vendor.

Vendor acknowledges that the City retains its own builder's risk policy. In any event, should an event occur that is caused by the negligence or willful misconduct of the Vendor or its agents, employees, subcontractors, hires or invitees, in which City must make a claim under its builder's risk policy, Vendor shall be responsible for the City's deductible.
- 5) Installation Floater (add or in lieu of Builder's Risk)
If services to be provided under this Purchase Order include construction services, during the term of this Purchase Order, Vendor shall maintain in force, at its own expense, Installation Floater insurance covering Vendor's labor, materials and equipment to be installed for completion of the work performed under this Purchase Order. Coverage shall be against all risks of direct physical loss including theft, but excluding earthquake and flood. The policy is to include the City of Riverside as loss payee. Coverage is to include materials while at the Vendor's yard location, in transit, at any temporary storage location, and while at the jobsite during installation. The limit of the insurance shall be equal to the full amount of the Purchase Order. Vendor shall be responsible for the City's deductible.

6) Technology Errors & Omissions (if applicable)

If the goods and/or services to be provided under this Purchase Order include technology goods and/or services, Vendor's technology errors and omissions insurance policy shall cover losses resulting from the Vendor's: (1) technology services, (2) technology products, (3) media content, and (4) network security breaches, including, but not limited to, coverage for extortion threats, crisis management expense, and business interruption, in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. Vendor shall list the City as a certificate holder on Vendor's technology errors and omissions policy.

B. Minimum Scope of Insurance.

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City of Riverside. At the option of the City of Riverside, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Riverside, its officers, officials, employees, or volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City of Riverside guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions.

- (1) General Liability and Vehicle Liability Coverages Only:
 - (a) City of Riverside, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
 - (b) For any claims related to this project, the Vendor's insurance coverage shall be primary as respects the City of Riverside, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Riverside, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
- (2) All Coverages:
 - (a) The insurer shall agree to waive all rights of subrogation against the City of Riverside, its officers, officials, employees, and volunteers for losses arising from activities and operations of Vendor in the performance of services under the contract.

- (b) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.
- (c) If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Purchase Order, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Vendor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Vendor, City may deduct from sums due to the Vendor any premium costs advanced by the City for such insurance.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the City's Risk Manager.

F. Verification of Coverage.

Vendor shall furnish the City of Riverside with original certificates and amendatory endorsements affecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Riverside or on other than the City of Riverside's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Riverside before work commences. The City of Riverside reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Subcontractors.

Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 24 PREVAILING WAGE. If the services to be provided pursuant to this Purchase Order is a public work as defined in California Labor Code Section 1720, this section shall apply. Vendor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Vendors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

Vendor is aware of and stipulates that Vendor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. Section 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link:
<http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

- 25 NON-DISCRIMINATION. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, in the selection and retention of employees and

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subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirement of the Americans with Disabilities Act in the performance of the Agreement.

- 26 STANDARD OF CARE. While performing the Services, vendor shall exercise the reasonable professional care and skill customarily exercised by reputable member of Vendor's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgement while exercising its professional skill and expertise.

EXHIBIT B SPECIFICATIONS

1. Handgun Requirements

- a. All proposed handguns shall have:
 - i. 9mm platform
 - ii. Barrel less than 5 inches
 - iii. Barrel more than 4 inches
 - iv. Black diamond like carbon barrel (DLC) is a carbon composite with many of the positive characteristics of diamond. DLC is used to coat the internal parts of the gun, along with the barrel and frame. The use of DLC is proven to reduce friction between the internal mechanisms to prevent wear and tear. It's also shown to be entirely corrosion-resistant, chemically inert, and self-lubricating in dry environments.
 - v. Weight less than 35 ounces (w/out magazine)
 - vi. Trigger pull at or less than 4.5 pounds
 - vii. Low profile aluminum magwell
 - viii. Double stack magazines (2- 20 round magazines and 4- 17 round magazines)
 - ix. Adaptable for ambidextrous shooters
 - x. Ambidextrous safety levers
 - xi. Steel frame
 - xii. Accessory rail
 - xiii. Fiber optic front sight
 - xiv. Tactical Dawson Universal Optic System
 - xv. Optic specific mounting plates
 - xvi. Fixed sights is designed to co-witness with full sized red dot optics
 - xvii. Upon request- Vendor able to provide minimum of three law enforcement agencies/military units that currently use their product
 - xviii. Minimum 40 gun purchase
 - xix. Warranty the build will be free of originally manufactured defects in material, workmanship and mechanical function
 - xx. Lifetime warranty of firearm to correct any defect in the firearm by repair, adjustment or replacement with the same or comparable quality components
 - xxi. Level 1 operator's course
 - xxii. Level 1 armorer's course
 - xxiii. Department or team logo lasered on the slide
 - xxiv. Tactical advantage magwell which provides increased surface area for speed reloads without adding significant weight or size to the grip profile. When combined with the tactical performance base pads, this magwell also prevents over insertion of the magazines during aggressive reload techniques in training or operations.
 - xxv. Cover plates, optic-specified mounting plates and co-witness height sights for full sized red dot optics

EXHIBIT C
COMPANY INFORMATION

Company Name:	
Address:	
Telephone:	
Signature of Authorized Person to Bind Offeror:	
Signer's Name:	
Signer's Email Address	
Title:	
Date:	

By the above signature, the Offeror commits that it has read and understands the entire RFB and can provide the services set forth in this RFB for its proposed pricing.

EXHIBIT D
DISCLOSURE QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

1. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

2. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Consultant?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.