

**City of Overland Park, Kansas
Concealable Soft Body Armor
AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of, 2014, by and between the City of Overland Park, Kansas, hereinafter the "City," and Alamar Uniforms and Equipment Company, LLC hereinafter the "Vendor."

In consideration of the compensation to be paid the Vendor, and of the mutual agreements expressed herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in this Agreement, it shall have and is mutually understood to have the meaning herein given.

"Agreement" shall mean this Agreement and any attachments to include Exhibits. The terms "Agreement," and "Contract Documents" are used interchangeably in these documents and reference to one shall be reference to all of the documents.

"City" shall mean the City of Overland Park, Kansas.

"Vendor" shall mean the provider of goods and services awarded the Contract for the performance of the work or services and/or delivery of goods and products that is the subject of the Agreement.

ARTICLE 2. VENDOR'S PERFORMANCE

The Vendor will, furnish Concealable Soft Body Armor for use by the City of Overland Park, Kansas Police Department, all in strict accordance with the specifications, terms and conditions set forth herein and to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America.

ARTICLE 3. EQUIPMENT, PRICE AND PAYMENT TERMS

The Vendor agrees to provide Concealable Soft Body Armor to the City, as described below:

Seraph IIIA Ballistic System

Model Numbers

PKGSER3ANAV2R6	Female Vest	\$739.00
PKGSER3ANAV2R6	Male Vest	\$739.00

and as further described in Exhibit A, attached hereto.

In consideration, the City agrees to pay to the Vendor for the performance required by this Agreement, and the Vendor will accept in full compensation therefore, the payment of monies at the rate set forth herein, payment thereof to be made in cash or its equivalent and in the manner provided herein. The Unit Price set out above shall include the delivery and fitting of the Concealable Soft Body Armor.

Vendor agrees to provide these prices through 12/31/2015. Thereafter, Vendor shall be entitled to an annual cost of living increase tied to the National Consumer Price Index (CPI) published by the Bureau of Labor and Statistics with a maximum increase limited to 4% annually, or the City shall be entitled to an annual cost of living decrease tied to the National CPI if the National CPI decreases over the year, with a maximum price decrease limited to the original negotiated price of \$ 739.00 per vest. Additionally, if an agency other than the City uses the City's contract to purchase Armor Express Sereph IIIA body armor, Alamar Uniforms will credit the City's account \$15.00 per vest.

The Vendor shall submit invoices for payment at the time of shipment of the Concealable Soft Body Armor from the manufacturer. These invoices shall be sent to the following address:

Overland Park Police Department
Attention: Captain Mark Fitzgerald
12400Foster
Overland Park, Kansas 66213-2629.

ARTICLE 4. MISCELLANEOUS OBLIGATIONS OF CITY

Designated Person. The City will designate a person to coordinate all activities with Vendor. The designated person (or a designated alternate) shall be available during all normal business hours to make decisions on behalf of the City, which shall include, but not be limited to, the approval and acceptance of all deliverable items. The designated person shall work and cooperate with Vendor, but the designated person will not be under the direction or control of Vendor and shall at no time be considered an employee or agent of Vendor.

ARTICLE 5. MISCELLANEOUS OBLIGATIONS OF VENDOR

Designated Person. The Vendor will designate a person to coordinate all activities with the City. This person (or a designated alternate) shall be available during all normal business hours.

Vendor's Prime Responsibilities. The Vendor shall be responsible for delivery of the Concealable Soft Body Armor. Vendor will be the sole point of contact with regard to contractual matters.

ARTICLE 6. CONTRACT DOCUMENTS AND AGREEMENT COMPLEMENTARY

The Contract Documents and Agreement are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents and Agreement is to include all labor, materials, tools, equipment and transportation necessary for the delivery and fitting of Concealable Soft Body Armor for City employees in accordance with the Contract Documents and Agreement. The Contract Documents supersede all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect. This Agreement and the Contract Documents may not be amended or modified except by a modification as herein provided.

ARTICLE 7. VENDOR'S EMPLOYEES

The Vendor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. The Vendor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the work.

ARTICLE 8. INDEPENDENT CONTRACTOR

The parties hereto agree that the services to be provided by the Vendor are being provided strictly on a contract basis. The Vendor is not and shall not be considered a part of the City and shall not be subject to the control of the City but shall be considered an independent contractor at all times.

ARTICLE 9. INDEMNITY

For purposes of indemnification requirements as set forth throughout in this Agreement and Contract Documents, the following terms shall have the meanings set forth below:

"The Vendor" means and includes Vendor, all of its affiliates and subsidiaries, its Sub-Vendors and material men and their respective servants, agents and employees; and

"Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance

of this Agreement, whether arising before or after the completion of the performance required hereunder.

The Indemnity

For purposes of this Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Agreement, the Vendor hereby agrees to indemnify, defend and hold harmless the City from any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Vendor, its employees, agents, Sub-Vendors and suppliers.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

General Limitation

Nothing in this section shall be deemed to impose liability on the Vendor to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss.

Waiver of Statutory Defenses

With respect to the City's rights as set forth herein, the Vendor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

ARTICLE 10. DISPUTE RESOLUTION

The City and the Vendor agree that disputes relative to the services shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute the Vendor shall proceed with the work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

ARTICLE 11. TERM AND TERMINATION

Term

This Agreement shall commence upon the date it is executed, and shall continue in effect for a period of five years. At the expiration of the initial five-year term, the City shall have the option of renewing the contract for additional one-year periods. If the City intends to exercise the option to renew the contract for an additional period, the City shall provide notice to the Vendor no later than thirty (30) days prior to the expiration of the term.

Right of City to Terminate Contract.

If at any time the performance of the work under this Agreement is being unnecessarily delayed, is in violation of any of the conditions or covenants of this Agreement or the specifications therefore, or is being executed in bad faith or otherwise not in accordance with the terms of said Agreement; the City may, at its option, serve written notice upon the Vendor of the violation. If the violation is not remedied within ten (10) days of the notice, the City may, at that time, notify the Vendor of its intent to terminate this Agreement, and, unless within three (3) days after the serving of such notice upon the Vendor, a satisfactory arrangement is made for the continuance thereof, this Agreement shall cease and terminate. When the Vendor's services have been so terminated, such termination shall not affect any rights or remedies of City against the Vendor then existing or which may later accrue. Similarly, any retention or payment of monies due the Vendor shall not release the Vendor from liability.

Termination for Convenience

The Parties may terminate this Agreement for their convenience and without cause or default on the part of the other by providing thirty (30) days written notice of such termination to the other party.

Any termination of the Agreement for alleged default by the Vendor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

ARTICLE 12. LAWS AND ORDINANCES

The Vendor shall be fully familiar with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the performance of this Agreement or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect

and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same.

ARTICLE 13. AFFIRMATIVE ACTION/OTHER LAWS

The Vendor agrees that:

1. The Vendor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
3. If the Vendor fails to comply with the manner in which the Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Vendor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. The Vendor shall include the provisions of subsections (1.) through (4.) in every subcontract or purchase order so that such provisions will be binding upon such Sub Vendor or vendor.
6. The provisions of this section shall not apply to an Agreement entered into by a Vendor:
 - (a) Who employs fewer than four employees during the term of such contract; or
 - (b) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provision of the Americans With Disabilities Act (42U.S.C. § 12101 *et seq.*) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

ARTICLE 14. FEDERAL LOBBYING ACTIVITIES

31 USC § 1352 requires all sub grantees, Vendors, Sub Vendors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and sub-recipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City Clerk and must be returned to the City with other contract documents. It is the responsibility of the general Vendor to obtain executed forms from any Sub Vendors who fall within the provisions of the Code and to provide the City with the same.

ARTICLE 15. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein and as used in other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

ARTICLE 16. NO WAIVER OF RIGHTS

No waiver of any breach of the Contract Documents shall be construed to be a waiver of any other or subsequent breach.

ARTICLE 17. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

ARTICLE 18. APPLICABLE LAW

The Contract Documents are entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE 19. WARRANTY AND REMEDIES

The Vendor warrants that all services provided or performed pursuant to the Contract Documents will be performed in an efficient and workmanlike manner and said services will fulfill the intended purpose of this Agreement. The Vendor, at the discretion of the City, shall repair or reimburse the City for the replacement cost specified in the Bidding Documents for any articles which are damaged or lost while in custody of the Vendor or the Vendor's agent.

The Vendor shall provide a five (5) year warranty against defects in materials and workmanship for Concealable Soft Body Armor.

ARTICLE 20. INSURANCE

The Vendor shall provide a minimum of \$20,000,000.00 product liability insurance coverage on delivered Concealable Soft Body Armor. The Vendor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) in excess of \$10,000.00, whether or not such impairment came about as a result of this Agreement. In the event the City shall determine that the Vendor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Vendor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

ARTICLE 21. TAXES

The City is a tax-exempt as a political subdivision under Section 4221(a) of the Internal Revenue Code and K.S.A. 79-3606 (a). Vendor shall remove any taxes from the billing.

ARTICLE 22. NOTICE TO PARTIES

All notices and demands of any kind which either party may serve upon the other party under this Agreement shall be served by personal service, or by leaving the notice or demand at the address set forth below, or by forwarding a copy thereof by first class mail, postage prepaid, or by telex or telecopier, addressed as follows:

To City:

Overland Park Police Department
12400 Foster
Overland Park, Kansas 66212-2629
ATTN: Captain Mark Fitzgerald

To Vendor:

Alamar Uniforms and Equipment Company,
9200 Marshall Drive
Lenexa, Kansas 66215
ATTN: Steve Zalkin

or to such other address as may be specified from time to time by the relevant party. Service shall be deemed complete when the notice or demand is received by the party to whom it is addressed.

ARTICLE 23. COOPERATIVE PURCHASING

Other tax supported agencies in the State of Kansas and Missouri who have not contracted for their own requirements may desire to participate in the Agreement. The Vendor will be requested to service these agencies in the Kansas City Metro Area, and will be given the opportunity to accept or reject the additional requirements. For the purposes of this agreement, the Kansas City Metro Area shall include counties and cities located in Johnson, Leavenworth, Miami and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Platte and Ray Counties in Missouri. If the Vendor elects to supply them, orders will be placed directly by the agency and each agency will make payment directly to the Vendor.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

City of Overland Park, Kansas

Alamar Uniforms and Equipment Company,

By:

By:

Carl Gerlach
Mayor

Steve Zalkin
President

ATTEST:

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

John J. Knoll
Senior Assistant City Attorney

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, President of Alamar Uniforms and Equipment Company LLC, a limited liability company duly organized and existing under and by virtue of the laws of Kansas; who is personally known to me to be the President and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

MY APPOINTMENT EXPIRES:



3105 Leavenworth * Omaha, NE 68105
402.341.8790 * FAX 402.341.8995
Email: alamaru@aol.com

207 Amour Road * N. Kansas City, MO 64116
816.363.6700 * FAX 816.363.6793
Email: alamarkc@aol.com

9200 Marshall Drive*Lenexa, KS 66215
913.850.5920*FAX 913.850.5921
Email: alamarkc@aol.com

October 23, 2014

Captain Mark Fitzgerald
Overland Park Police Department
12400 Foster
Overland Park, KS 66213

RE: Body Armor Quote

Dear Captain Fitzgerald:

Please accept this quote for a five year negotiated contract for Alamar Uniforms to provide Overland Park Police Department with Armor Express body armor. The specific body armor package is to be the Seraph IIIA with NIJ 0101.06 Ballistics, two Revolution Carriers and one 5"x 8" Soft Armor Pack. The vests are manufactured in both male and female styles.

Each vest comes with a limited warranty. The Carriers are warranted for eighteen (18) months from date of purchase. The Ballistic Panels are warranted for five (5) years from date of purchase.

Attached are the technical specifications for the Seraph Ballistic System and copy of the 5-Year Warranty Certificate and Registration Form for you review.

Model Numbers

PKGSERF3ANAV2R6	Female Vest	\$739.00
PKGSERM3ANAV2R6	Male Vest	\$739.00

We can provide these prices through December 31, 2015. Thereafter, if mutually agreeable we would ask for an annual cost of living increase tied to the National Consumer Price Index published by the Bureau of Labor Statistics with a maximum increase limited to 4% annually.

Please contact me with any additional questions or considerations.
Sincerely,

Steve Zalkin



BODY ARMOR REBORN.

TECHNICAL SPECIFICATION



SERAPH™
BALLISTIC SYSTEM

NIJ Standard – 0101.06

Model Designation	SERG2-A-IIIA
NIJ 0101.06 Threat Level	IIIA
Test ID #	AEX09-002035
NIJ Certification Sizes	C1 – C5
Gender	Neutral
Ballistic Material	Twaron® Microfilament Flex Woven Aramid & Dyneema® SB70
Pad Cover	Seam-sealed, waterproof Ripstop Nylon
Weight (Areal Density)	1.14 lbs/ft ²
Thickness	0.275 Inches
V-50 – .357 Sig.	1,828 ft/s
V-50 – .44 Mag.	1,672 ft/s
Certification BFS – .357 Sig.	31.4 mm
Certification BFS – .44 Mag	39.5 mm
Warranty	5 Years
Additional Testing	See special threat testing

Special Threat Testing of SERG2-A-IIIA

Bullet Wt./ Type	Shot Pattern	Average Velocity (ft/s)	Number of shots	Penetrations
5.7 X 28, 40 gr. FNH SS197SR	NIJ-0101.06	1722	6	0
5.7 X 28, 27 gr. FNH SS195LF	NIJ-0101.06	2002	6	0
9mm, 124 gr Luger +P GDHP	NIJ-0101.06	1214	6	0
12 Gauge 1 oz. Rifled Slug	NIJ-0101.06	1293	6	0



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20530

June 4, 2013

Matthew A. Davis
Chief Executive Officer
Central Lake Armor Express, Inc.
1554 East Torch Lake Drive
Central Lake, MI 49622

Notice of Compliance with NIJ Standard-0101.06
Body Armor Model Designation: SERG2-A-III A
NIJ Compliance Status Expires: June 4, 2018

Dear Mr. Davis:

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

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

The body armor model details are listed on the NIJ Compliant Products List available at www.justnet.org/CTP.

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

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

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

Sincerely,

Michael K. O'Shea
Law Enforcement Program Manager
US Department of Justice
OJP/NIJ/OST/Operational Technologies Division