



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

16

**2. Council Meeting Date:**

August 18, 2011

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** July 25, 2011

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Police

**5. SUBJECT:** Award agreement PD1-200-2954 for Police uniforms to West Valley Uniforms, Inc., dba East Valley Uniforms in an amount not to exceed \$130,000.

**6. RECOMMENDATION:** Recommend awarding agreement PD1-200-2954 for Police uniforms to East Valley Uniforms in an amount not to exceed \$130,000.

**7. HISTORICAL BACKGROUND/DISCUSSION:** This contract supplies the Police Department's annual needs for uniforms for all patrol officers (including reserves), motor officers, park rangers, explorers, motorist assist volunteers, detention officers, as well as some uniform related accessories such as baseball caps and campaign hats. This contract will also allow for replacement of worn or damaged uniforms, alterations, etc.

**8. EVALUATION PROCESS:** On May 13, 2011, staff issued RFP PD1-200-2954 for the purchase of Police uniforms. The City received three offers from East Valley Uniforms, Ace Uniforms and Skaggs Companies. An evaluation committee made up of representatives from the Police Department and the Purchasing Department evaluated the offers received. The committee recommends award to East Valley Uniforms based on criteria set forth in the RFP which included company experience/references; total cost; customer service plan/team members/location of facility; and responsiveness to RFP requirements.

**9. FINANCIAL IMPLICATIONS:** Funds for Police Uniforms will be from General Fund, Field Operations, Clothing and Uniform account 101-2030-0000-5313.

**10. PROPOSED MOTION:** Move to award agreement PD1-200-2954 for Police Uniforms to East Valley Uniforms in an amount not to exceed \$130,000.

**APPROVALS**

**11. Requesting Department**

  
Dale Walters, Police Commander

**12. Department Head**

  
Sherry Kiyler, Police Chief

**13. Procurement Officer**

  
Carolee Stees, CPPB

**14. City Manager**

  
Rich Dlugas

CITY OF CHANDLER PURCHASE CONTRACT  
POLICE UNIFORMS  
AGREEMENT NO. PD1-200-2954

THIS AGREEMENT is made and entered into this 25 day of July, 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and West Valley Uniforms, Inc. dba East Valley Uniforms, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATION AND OPERATION:**

**1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Police Department Field Operations Support Supervisor/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.

**1.2. Ordering Instructions:** Authorized Police Department personnel may purchase any combination of items per CITY voucher covered under this contract upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

**2. GOODS AND SERVICES TO BE PROVIDED:** CONTRACTOR shall provide to CITY the goods and services listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit A, all as more specifically set forth in the Specifications and details included therein.

**2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

**2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.3. Product Discontinuance:** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
- If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

**2.4. Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.

**2.5. Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

- 2.6. Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 2.7. Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. Payment.** A separate invoice shall be issued for each shipment of goods or materials, and *no payment will be issued prior to receipt of goods or materials* and receipt of a correct invoice. Contractor shall not invoice for items that have not been received by City employees.
- 2.9. Estimated Quantities.** The quantities shown on Exhibit A are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 3. WARRANTIES:**
- 3.1. Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 3.2. Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:
- 3.2.1.** Of a quality to pass without objection in the trade under the Contract description;
- 3.2.2.** Fit for the intended purposes for which the materials are used;
- 3.2.3.** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 3.2.4.** Adequately contained, packaged and marked as the Contract may require; and
- 3.2.5.** Conform to the written promises or affirmations of fact made by CONTRACTOR.
- 3.3. Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
- 4. ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification
- 4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate

to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.

5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. **Delivery/Availability of Items.** Each City employee or designated assignee shall pick up their uniforms from CONTRACTOR'S facility. CONTRACTOR does not need to deliver any of the goods supplied under this contract, but must have all of the goods available for pick up at CONTRACTOR'S facility. CITY Police Department has an on-going requirement for these uniforms. CONTRACTOR shall maintain a reasonable stock on hand for prompt availability. If the item is not in stock, availability shall be made within fifteen (15) days after measurements are taken. Unusual sizes (xxx-large) shall be made available within thirty (30) days after measurements are taken. If circumstances arise where this availability cannot be met, CONTRACTOR must communicate the issue immediately to the designated Police Administrative Specialist. If the issue is not communicated to Police Department personnel, the order may be subject to cancellation with no cost to CITY.
- 5.3. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.4. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 5.5. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.6. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.7. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.
6. **TERM:** The term of the Contract is one (1) year, commencing on September 1, 2011 and terminating on August 31, 2012 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to two (2) additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-

one days or a portion thereof.

## **7. USE OF THIS CONTRACT:**

**7.1. Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

**7.2. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

## **8. CITY'S CONTRACTUAL REMEDIES:**

**8.1. Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

**8.2. Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.

**8.3. Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

**8.4. Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

## **9. TERMINATION:**

**9.1 Termination for Convenience:** City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**9.2 Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

- 9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.
- 9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.
- 9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.
- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without

further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
11. **DISPUTE RESOLUTION:**
  - 11.1 **Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
  - 11.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
  - 11.3 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
  - 11.4 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY  
 Department: Purchasing  
 Contact: Carolee Stees

Mailing Address: PO Box 4008 MS 901

Physical Address: 175 S. Arizona Avenue  
 City, State, Zip Chandler, AZ 85225  
 Phone: 480-782-2405  
 FAX: 480-782-2410

In the case of the CONTRACTOR  
 Firm Name: East Valley Uniforms  
 Contact: John Pehota/Barbara  
Newton

Address: 2602 W. Baseline Road  
#12

City, State, Zip Mesa, AZ 85202  
 Phone: 480-831-5199  
 FAX: 480-831-2802  
vvuniforms@aol.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. GENERAL TERMS:**

**14.1. Entire Agreement:** This Contract, including Exhibit A attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

**14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.

**14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.

**14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

**14.5. Conflict of Interest:**

**14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

**14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

**14.5.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its

obligations pursuant to this project.

- 14.6. **Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.7. **No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
- 14.9. **Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_ day of July 2011.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
Mayor

By: Barbara Newton  
Signature

ATTEST:

SEAL

ATTEST: If Corporation

\_\_\_\_\_  
City Clerk

Debra Martin  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney



**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS/PRICING**

CITY Police Department currently has 319 police officers. Each patrol officer may be provided the standard six (6) shirts, four (4) pants, two (2) shorts, four (4) polo shirts, and four (4) cargo pants per year by the City. Each officer may also be provided one campaign hat, including hat cover and appropriate hat straps and embroidered baseball caps as needed. Motor officers may purchase wool blend shirts. Officers may purchase additional uniforms other than those provided by CITY through any resultant contract(s). The officers shall be responsible for payment of any additional uniforms purchased.

Contractor shall provide measuring services at Contractor's facility for all Police officers, Reserve Officers, Explorers, Detention Officers, Lab Technicians, Neighborhood Services Unit, Volunteers, Fleet Officer, Park Rangers, Range Masters, City Police Department employees and any others to be provided uniforms under this contract.

Contractor shall provide installation of patches, hemming of pants and other minor alterations of garments as needed at no additional charge.

City will provide patches for installation. Contractor shall chain-stitch patches 1" below the top shoulder seam of sleeve and centered on the outer facing of sleeve.

Contractor shall crease front and back of trouser legs with military style creases. Cargo pocket pant shall not have permanent creases.

Contractor shall ensure all shirts, except polo shirts, have a collar with fused-in mylar stays.

Contractor shall provide military creases on shirts.

**PRICING SCHEDULE**

<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Qty.</b>	<b>Unit Price</b>	<b>Extended Price</b>
1.	Men's Trousers Fechheimer #3900/#3910 L.A.P.D. Navy Blue and Black	150	25.94	3,891.00
2.	Women's Trousers Fechheimer #3933/#3960 L.A.P.D. Navy Blue and Black	50	25.94	1,297.00
3.	Men's Cargo Pocket Pant Fechheimer #39300 L.A.P.D. Navy Blue	400	55.97	22,388.00
4.	Men's Cargo Pocket Pant (Hidden pocket) Fechheimer #39400 L.A.P.D. Navy Blue	200	53.80	10,760.00
5.	Women's Cargo Pocket Pant Fechheimer #39350 L.A.P.D. Navy Blue	40	53.80	2,152.00
6.	Men's Short Sleeve Shirt Flying Cross #98R6686 Dark Navy Blue	600	35.88	21,528.00
7.	Men's Long Sleeve Shirt Flying Cross #48W6686 Dark Navy Blue	500	40.20	20,100.00
8.	Women's Short Sleeve Shirt Flying Cross #298W6686 Dark Navy Blue	95	35.88	3,408.60
9.	Women's Long Sleeve Shirt Flying Cross #248W6686 Dark Navy Blue	50	40.20	2,010.00
10.	Men's Short Sleeve Shirt Flying Cross #95R6625 Medium Blue	45	37.98	1,709.10
11.	Men's Long Sleeve Shirt Flying Cross #45W6625 Medium Blue	45	40.98	1,844.10
12.	Women's Short Sleeve Shirt Flying Cross #152R6625 Medium Blue	15	37.98	569.70
13.	Women's Long Sleeve Shirt Flying Cross #102W6625 Medium Blue	15	40.98	614.70
14.	Men's Long Sleeve Cotton Blend Shirt Fechheimer #33W7881Z Pinal Grey	20	34.39	687.80
15.	Men's and Women's Shorts Blauer #8840-04/#8840 Police Blue, Tan or Black	500	37.42	18,710.00
16.	Men's and Women's Short Sleeve Polo Shirt Flying Cross #CO126 NYPD Dark Blue	500	39.88	19,940.00
17.	Men's and Women's Long Sleeve Polo Shirt Flying Cross #C215	250	42.52	10,630.00

	NYPD Dark Blue/Black			
18.	Men's and Women's Short Sleeve Polo Shirt Vertx #VTX4000NV Dark Navy Blue	250	27.35	6,837.50
19.	Men's and Women's Long Sleeve Polo Shirt Vertx #VTX4020 Dark Navy Blue	250	35.88	8,970.00
20.	Men's and Women's Short Sleeve Polo Shirt 5.11 Professional #41060 Red	12	30.80	369.60
21.	Men's and Women's Short Sleeve Polo Shirt 5.11 Tactical Series #41060 Dark Navy Blue	50	30.80	1,540.00
22.	Men's and Women's Short Sleeve Polo Shirt Olympic #CMP2126 All colors approved by CITY	28	56.95	1,594.60
23.	Men's Short Sleeve 1 Pocket Polo Shirt Olympic #CMP2126 All colors approved by CITY	50	56.95	2,847.50
24.	Men's Long Sleeve 1 Pocket Polo Shirt Olympic #CMP155 All colors approved by CITY	50	60.85	3,042.50
25.	Men's and Women's 1 Pocket Short Sleeve Polo Shirt Vertx #VTX4000 Navy Blue, Black, White, Tan, Red	250	32.63	8,157.50
26.	Men's and Women's 1 Pocket Long Sleeve Polo Shirt Vertx #VTX4020 Navy Blue, Black, White, Tan, Red	250	40.95	10,237.50
27.	Men's Turtleneck Shirt IZKO Casual Basics #82509 or Blauer #8100 Black	28	21.27	595.56
28.	Custom Coat with Detachable Gold/Silver Buttons Fechheimer Honor Guard Navy Blue	5	324.00	1,620.00
29.	Men's and Women's Pants with Stripe Fechheimer Honor Guard #34291 Navy Blue	5	69.98	349.90
30.	Men's Poly/Wool Motor Breeches with Stripe United Uniforms #10303 Dark Navy Blue	10	189.00	1,890.00
31.	Men's Leather Motor Boots with Tie Adjust Dehner #9999 Black	5	369.00	1,845.00
32.	Men's and Women's Nylon Zippered Jacket Fechheimer #58130 Dark Navy Blue or Black	10	150.96	1,509.60
33.	Motor Jacket Tourmaster #Flex LE 2.0 Black	10	233.99	2,339.90
34.	Men's and Women's Cotton/Poly Rip-Stop Shirt Propper #6820 or Blauer #8709-1/#8708 Dark Navy Blue or Black	50	23.92	1,196.00
35.	Men's and Women's Cotton/Poly Rip-Stop Pant Propper #6821 or Blauer #8818	50	24.82	1,241.00

	Dark Navy Blue or Black			
36.	Men's and Women's Cotton BDU Tactical Pant 5.11 Tactical BDU #C136 Dark Navy Blue, Tan, OD Green or Black	50	41.50	2,075.00
37.	Men's and Women's Cotton/Poly TDU Pant 5.11 Tactical TDU #L-TR337/#L-TR336/#74003/#74004 Dark Navy Blue, Tan, OD Green or Black	50	40.55	2,027.50
38.	Men's and Women's Cotton/Poly TDU Tactical Shirt 5.11 Tactical TDU #L-SH802/#L-SH801/#72003/#72002/#72002T Dark Navy Blue, Tan, OD Green or Black	50	42.49 Reg (45.49 Tall)	2,124.50
39.	Men's and Women's Tactical Shirt 5.11 Tactical TDU #72157/#72157T Dark Navy Blue, Tan, OD Green, or Black	50	42.49 Reg (45.49 Tall)	2,124.50
40.	Men's and Women's Cotton Tactical Pant 5.11 Tactical TDU #74251/#64355 Dark Navy Blue, Tan, Black, OD Green	50	41.50	2,075.00
41.	Men's and Women's TacLight TDU Pant 5.11 Tactical #174273 Dark Navy Blue, Tan, OD Green or Black	50	41.50	2,075.00
42.	Men's and Women's TacLight TDU Shirt 5.11 Tactical #71175/#72175 Dark Navy Blue, Tan, OD Green or Black	50	41.50	2,075.00
43.	Men's and Women's Tactical Pant Vertx #VTX1000/#VTX1050 Khaki, Navy Blue, Black, OD Green, Dark Tan	25	38.13	953.25
44.	Men's and Women's Long Sleeve Polo Shirt Elbeco #K5144 Dark Navy Blue	25	30.75	768.75
45.	Men's Short Sleeve Tactical Polo Shirt Elbeco #K5134 Dark Navy Blue	25	28.75	718.75
46.	Women's Short Sleeve Tactical Polo Shirt Elbeco #K5174LC Dark Navy Blue	25	28.75	718.75
47.	Men's and Women's Long Sleeve Duty Maxx Shirt Elbeco #594/#9594 Dark Navy Blue	25	43.74	1,093.50
48.	Men's and Women's Short Sleeve Duty Maxx Shirt Elbeco, #5594/#9794 Dark Navy Blue	25	38.54	963.50
49.	Men's and Women's Hidden Pocket Cargo Pant Elbeco #E244RN/#E9244LC Dark Navy Blue	25	57.14	1,428.50
50.	Men's and Women's Cargo Pant Elbeco #18875 Dark Navy Blue	25	40.12	1,003.00
51.	Men's and Women's Patrol Pant Elbeco #E254RN/#E9254LC Dark Navy Blue	25	50.11	1,252.75
52.	Short, No Cargo Pocket Fechheimer #49400 Dark Navy Blue	20	35.04	700.80

53.	Short, Cargo Pocket Fechheimer #49330 Dark Navy Blue	25	42.20	1,055.00
54.	Straw Campaign Hat Stratton #S-40DB Navy Blue	5	69.31	346.55
55.	Straps for Straw Campaign Hat Stratton #ST-3P-BK/#ST-1P-BK/#CD-BK Black	5	10.50	52.50
56.	Hat Protector for Campaign Hat Stratton #RC-MP	5	6.58	32.90
57.	Hat Trap for Campaign Hat Stratton #C917 Black	1	69.99	69.99
58.	Embroidered Fitted Baseball Cap with Auto Flex Fit Flex Fit Black	150	10.25	1,537.50

**OPTIONAL ITEMS:**

<u>Item</u>	<u>Unit Cost</u>
1. Rocky's / Thorogood / Magnum / Hitec /Bates / Danner (boots or shoes) Leather or nylon, black. Provide list of available products: Mfg. & Model No. <u>Danner #21210 Acadia</u>	\$ <u>193.75</u>
Mfg. & Model No. <u>Bates #2262 Enforcer Ultralites 5"</u>	\$ <u>59.67</u>
Mfg. & Model No. <u>Magnum Stealth Force 6.052</u>	\$ <u>71.50</u>
2. Thorogood Shoe, Style 831-6803 Black	\$ <u>74.80</u>
3. Tactical handcuff key Mfg. & Model No. <u>2T14BK</u>	\$ <u>6.02</u>
4. Hatch Gloves Mfg. & Model No. <u>NS430 Neoprene</u>	\$ <u>27.25</u>
5. Damascus Gloves Mfg. & Model No. <u>DNS180 Stealth X</u>	\$ <u>18.09</u>
6. Underarmor Gloves Mfg. & Model No. <u>1209661 Combat Glove</u>	\$ <u>41.98</u>
7. Damascus Tactical Kevlar with Hard Knuckles Gloves DS0150H	\$ <u>42.50</u>
8. Dickie Black Coveralls/Atlanta Army/Navy mixed Coveralls Mfg. & Model No. <u>3399 BK</u>	\$ <u>22.35</u>
9. Nomex Hood with collar Model NH6500 - Black Mfg. & Model No. <u>Nomex NH6500</u>	\$ <u>52.25</u>
10. Gelco Brand Instructor Belt - Black or approved equal Mfg. & Model No. <u>Wilderness 1 1/2" 3-stitch Instructor</u>	\$ <u>29.80</u>
11. Uncle Mikes duffel bag #5244-1 or approved equal	\$ <u>17.60</u>

	Mfg. & Model No. <u>Uncle Mikes #5244-1</u>	
12.	Uncle Mikes brief case #5255-1 or approved equal Mfg. & Model No. <u>Uncle Mikes #5255-1</u>	\$ <u>23.50</u>
13.	Traffic Template Mfg. & Model No. <u>SN1000</u>	\$ <u>13.90</u>
14.	Knee pads, Black, Hatch Centurion or equal Mfg. & Model No. <u>KP250</u>	\$ <u>29.60</u>
15.	Elbow pads, Black, Hatch Centurion or equal Mfg. & Model No. <u>EP300</u>	\$ <u>20.80</u>
16.	5.11 Tactical Series Traffic Vest (up to XXXX size)	\$ <u>29.98</u>
17.	Neese Raincoat Black/Orange(reversible) with "Police" screened front and back <u>548RJ</u>	\$ <u>69.90</u>
	<u>548RC</u>	\$ <u>82.90</u>
18.	Sgt. Stripes (Phoenix PD Style)	\$ <u>3.50</u>
19.	Hash Marks (Various styles 1-4)	\$ <u>3.25</u>
	Hash Marks (Various styles 5-8)	\$ <u>3.65</u>
20.	Stratton Felt Hat, Black F-40 w/ single hole with 3 piece chin strap	\$ <u>99.80</u>
21.	Stratton Acorns Gold braid w/gold acorns or Royal/Silver braid w/silver acorns (Honor Guard Only)	\$ <u>9.99</u>
22.	City approved alterations include (City shall pay):	
	<u>Pant Alterations:</u>	
	Pant waist alteration	\$ <u>6.75</u>
	3-way waist job	\$ <u>11.50</u>
	<u>Shirt Alterations:</u>	
	Short-sleeve taper	\$ <u>6.75</u>
	Long-sleeve taper	\$ <u>7.50</u>
	<u>Specialty Alterations:</u>	
	Stripe pant	\$ <u>11.75</u>
	Replace Jacket Zipper	\$ <u>18.50</u>
	Sew Patch on Shirt	\$ <u>1.25</u>
23.	Please list all other available alterations and associated fees (Employee shall pay):	
	<u>Pant Alterations:</u>	
	6-way waist job	\$ <u>21.50</u>
	Lower Front Waistband	\$ <u>12.75</u>
	Lower Entire Waistband	\$ <u>15.00</u>
	<u>Shirt Alterations:</u>	

Shorten Short Sleeve	\$ <u>4.75</u>
Alter to Short Sleeve	\$ <u>5.25</u>
Square Tail	\$ <u>5.25</u>

Specialty Alterations:

Replace Pant Zipper	\$ <u>9.75</u>
Hem BDU	No charge
Hem BDU/Replace String	\$ <u>5.50</u>
Sew on Button	No charge
Velcro Pocket	\$ <u>3.50</u>

All other alterations 10% off retail prices

All polo alterations 10% off retail prices

24. Please list any other applicable fees (City shall pay):

Patch Pricing:

Cloth 1 x 4 Name Patch	\$ <u>4.75</u>
Cloth 2 x 4 Name Patch	\$ <u>4.95</u>

Other Charges:

Vibram Soles on Motor Boots	\$ <u>30.00</u>
One line embroidery 3/8"	\$ <u>4.00</u>
Two lines embroidery 3/8"	\$ <u>6.00</u>

Upsize Charges:

10% upsize on:

All pants sizes 44-50  
All shirts size 2X

20% upsize on:

Fechheimer Jacket Size 2X, 3X, & XLong  
All pants sizes 52-54

30% upsize on:

All shirts sizes 3X-4X (or size 19" neck or longer)  
Sleeve Lengths 37" or longer  
Long Body or Tall sizing in shirts

50% upsize on:

Pants in lengths longer than 37" inseam

**Note: Any fees not specifically listed here will not be paid by the City**