



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

20

2. Council Meeting Date:
December 11, 2014

TO: **MAYOR & COUNCIL**

3. Date Prepared: November 7, 2014

THROUGH: **CITY MANAGER**

4. Requesting Department: Police

5. **SUBJECT:** Agreement with Skaggs Companies for Police Uniforms.

6. **RECOMMENDATION:** Staff recommends City Council approve Agreement No. PD5-200-3453, with Skaggs Companies for police uniforms in an amount not to exceed \$175,000.00 for one year, with the option of four one-year extensions.

7. **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, civilians, as well as some uniform related accessories such as baseball caps and Class A hats. This contract will also allow for replacement of worn or damaged uniforms, alterations, and related needs.

8. **EVALUATION:** On October 3, 2014, City Staff issued a Request for Proposals for Police Uniforms. Notification was sent to all registered vendors. The City received three offers from Skaggs Companies, Ace Uniforms, and Universal Police Supply.

The Evaluation Committee evaluated the proposals and recommends award to Skaggs Companies, who submitted the most advantageous offer to the City in accordance with the evaluation criteria.

The term of this agreement is January 1, 2015 through December 31, 2015, with the option of four one-year extensions.

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

10. **PROPOSED MOTION:** Move City Council approve Agreement No. PD5-200-3453, with Skaggs Companies for police uniforms in an amount not to exceed \$175,000.00 for one year, with the option of four one-year extensions.

ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department

Gregg Jacquin, Police Commander

13. Department Head

Sean E. Duggan, Chief of Police

12. Procurement Officer

Juan Martinez

14. City Manager

Rich Dlugas

CITY OF CHANDLER PURCHASE CONTRACT
POLICE UNIFORMS
AGREEMENT NO. PD5-200-3453

THIS AGREEMENT is made and entered into this ___ day of _____, 2014, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Skaggs Companies, Inc., a Utah corporation, 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 B and Exhibit D, 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 Seventy-Five Thousand Dollars (\$175,000.00) 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 January 1, 2015 and terminating on December 31, 2015 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to four (4) 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 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: Police
 Contact: Susan Moore, Police Op.
 Support Supervisor
 Mailing Address: PO Box 4008 MS 303
 Physical Address: 250 E. Chicago St
 City, State, Zip: Chandler, AZ 85225
 Phone: 480-782-4247
 FAX: 480-782-4222

In the case of the CONTRACTOR
 Firm Name: Skaggs Companies, Inc.
 Contact: Michelle Brailsford
 Address: 2602 W. Baseline Rd #12
 City, State, Zip: Mesa, AZ 85202
 Phone: 480-831-5199
 FAX: 480-831-2802
michelle.brailsford@
skaggscompanies.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 _____ 2014.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

Mayor

By: *Michelle Stralitz*
Signature

APPROVED AS TO FORM:

ATTEST: If Corporation

City Attorney *CA*

Secretary *Susan Lynne Morton*

ATTEST:

City Clerk

SEAL

**EXHIBIT A
TECHNICAL SPECIFICATIONS/PRICING**

CITY Police Department currently has 319 police officers. Each patrol officer may be provided the standard four (4) shirts, four (4) pants, per year by the City. Each officer may also be provided one Class A Hat and embroidered baseball cap as needed. Motor officers may purchase wool blend shirts. Officers may purchase additional uniforms other than those provided by the 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.

**EXHIBIT B
PRICING SCHEDULE**

Item No.	Item Description	Estimated Qty.	Unit Price	Extended Price
1	Men's Trousers (Patrol Pant),Fechheimer, #3900/#3910, L.A.P.D. Navy Blue and Black	150	\$ 29.10	\$ 4,365.00
2	Women's Trousers (Patrol Pant), Fechheimer, 3933/#3960, L.A.P.D. Navy Blue and Black	50	\$ 29.10	\$ 1,455.00
3	Men's Deluxe Tactical Pant (Perfect Match), Flying Cross, #39400, L.A.P.D. Navy Blue and Black	400	\$ 38.39	\$15,356.00
4	Men's Cargo Pocket Pant (Perfect Match), Fechheimer, #39300, L.A.P.D. Navy Blue	200	\$ 51.64	\$10,328.00
5	Women's Cargo Pocket Pant, Fechheimer, #39350, L.A.P.D. Navy Blue and Black	200	\$ 51.64	\$10,328.00
6	Men's Cargo Pocket Pant, Fechheimer, #39310, Black	200	\$ 49.18	\$ 9,836.00
7	Men's Cargo Pocket Pant (Hidden pocket), Fechheimer, #36400, L.A.P.D. Navy Blue and Black	300	\$ 48.91	\$14,673.00
8	Women's Cargo Pocket Pant (Hidden pocket), Fechheimer, #36450, L.A.P.D. Navy Blue and Black	300	\$ 48.91	\$14,673.00
9	Women's Cargo Pocket Pant (Hidden pocket), Elbeco, #E9244LC, Dark Navy Blue	300	\$ 53.39	\$16,017.00
10	Men's and Women's Patrol Pant (DutyMaxx), Elbeco, #E254RN/E9254, Dark Nay Blue	25	\$ 46.07	\$ 1,151.75
11	Men's and Women's Cargo Pant, Elbeco, #E9614LC, Dark Navy Blue	25	\$ 47.94	\$ 1,198.50
12	Men's and Women's BDU Poly/CTN Rip Stop Pant, Propper, #F520138001, Various Colors	50	\$ 23.69	\$ 1,184.50
13	Men's and Women's BDU Battle Rip Stop Pant, Propper, #F520138405, Various Colors	50	\$ 23.69	\$ 1,184.50
14	Men's and Women's Cotton/Poly Rip Stop Pant, Blauer, #8818, Dark Navy Blue or Black	50	\$ 43.10	\$ 2,155.00
15	Men's and Women's Cotton BDU Tactical Pant, 5.11, Tactical BDU #C136, Various Colors	50	\$ 31.37	\$ 1,568.50
16	Men's and Women's Cotton Tactical Pant, 5.11, Tactical TDU #74251/#64355, Various Colors	50	\$ 34.40	\$ 1,720.00
17	Men's and Women's TDU Poly/Cotton Rip Stop Pant, 5.11, #74003, Various Colors	50	\$ 31.37	\$ 1,568.50
18	Men's and Women's TDU Pant, 5.11, #74350, Various Colors	50	\$ 53.63	\$ 2,681.50
19	Men's and Women's Cotton/Poly TDU Pant, 5.11, Tactical TDU, #L-TR337/#L-TR336/#74004, Various Colors	50	\$ 31.37	\$ 1,568.50
20	Men's and Women's Taclite Pro Pant, 5.11, #64360, Various Colors	50	\$ 33.39	\$ 1,669.50
21	Men's and Women's TacLight PRO Pant, 5.11, Tactical #74273, Various Colors	50	\$ 33.39	\$ 1,669.50
22	Men's and Women's Poly/Ctn Rip Stop Pant, 5.11, #64359, Various Colors	50	\$ 31.37	\$ 1,568.50

23	Men's and Women's Stryke Pant, 5.11, #74369, Various Colors	50	\$	48.07	\$ 2,403.50
24	Men's Short Sleeve Shirt, Flying Cross, #98R6686, Dark Navy Blue	250	\$	35.04	\$ 8,760.00
25	Men's Long Sleeve Shirt, Flying Cross, #204W6686, Dark Navy Blue	250	\$	37.18	\$ 9,295.00
26	Men's Short Sleeve Shirt, Flying Cross, #95R6625, Medium Blue	250	\$	35.52	\$ 8,880.00
27	Women's Short Sleeve Shirt, Flying Cross, #254W6686, Dark Navy Blue	250	\$	33.37	\$ 8,342.50
28	Men's Long Sleeve Shirt (Perfect Match), Flying Cross, #47W39, Dark Navy Blue	250	\$	42.71	\$10,677.50
29	Men's Long Sleeve Shirt (Perfect Match), Flying Cross, #48W39, Dark Navy Blue	250	\$	44.85	\$11,212.50
30	Men's Short Sleeve Shirt (Perfect Match), Flying Cross, #97R39, Dark Navy Blue	250	\$	38.00	\$ 9,500.00
31	Men's Short Sleeve Shirt (Perfect Match), Flying Cross, #98R39, Dark Navy Blue	250	\$	38.00	\$ 9,500.00
32	Women's Short Sleeve Shirt (Perfect Match) Flying Cross, #254R39, Dark Navy Blue	250	\$	38.00	\$ 9,500.00
33	Women's Short Sleeve Shirt, Flying Cross, #254R6686, Navy LAPD Blue	250	\$	33.37	\$ 8,342.50
34	Women's Short Sleeve Shirt, Flying Cross, #152R6625, Medium Blue	15	\$	35.52	\$ 532.80
35	Men's Long Sleeve Shirt, Flying Cross, #45W6625, Medium Blue	15	\$	39.92	\$ 598.80
36	Women's Long Sleeve Shirt, Flying Cross, #248W6686, Dark Blue	250	\$	37.18	\$ 9,295.00
37	Women's Long Sleeve Shirt, Flying Cross, #102W6625, Medium Blue	250	\$	39.92	\$ 9,980.00
38	Men's Long Sleeve Cotton Blend Shirt, Fechheimer, #33W7881Z, Tan	20	\$	34.46	\$ 689.20
39	Men's and Women's Short Sleeve Shirt (Duty Maxx), Elbeco, #5594/#9794, Dark Navy Blue	25	\$	39.17	\$ 979.25
40	Men's and Women's Long Sleeve Duty Maxx Shirt, Elbeco, #594/#9594, Dark Navy Blue	25	\$	39.17	\$ 979.25
41	Men's Short Sleeve Tactical Polo Shirt, Elbeco, #K5134 Various Colors	100	\$	24.88	\$ 2,488.00
42	Women's Short Sleeve Tactical Polo Shirt, Elbeco, K5174LC, Various Colors	100	\$	24.88	\$ 2,488.00
43	Men's and Women's Long Sleeve Polo Shirt, Elbeco, #UFX, Various Colors	100	\$	27.38	\$ 2,738.00
44	Men's and Women's Short Sleeve Polo 100% Poly, Elbeco, #K5138, Various Colors	100	\$	26.13	\$ 2,613.00
45	Men's and Women's Long Sleeve Polo 100% Poly, Elbeco, #K5148, Various Colors	100	\$	28.75	\$ 2,875.00
46	Men's and Women's Long Sleeve Polo 100% Poly, Elbeco, #K5144, Various Colors,	100	\$	28.75	\$ 2,875.00

47	Men's and Women's Short Sleeve Polo Shirt, Olympic, #CMP126, All colors approved by CITY	100	\$	57.23	\$ 5,723.00
48	Men's Long Sleeve 1 Pocket Polo Shirt, Olympic, #CMP155, All colors approved by CITY	100	\$	61.10	\$ 6,110.00
49	Men's and Women's TDU Rapid Assault, 5.11, #72185, MultiCam	50	\$	49.58	\$ 2,479.00
50	Men's and Women's Rapid Assault Shirt, 5.11, #72194, Various Colors	50	\$	40.48	\$ 2,024.00
51	Men's and Women's Rapid Assault Shirt, 5.11, #72197, Various Colors	50	\$	40.48	\$ 2,024.00
52	Men's and Women's TacLight Pro Long Sleeve Shirt, 5.11, Tactical #72175, Various Colors	50	\$	36.43	\$ 1,821.50
53	Men's and Women's TacLight Pro Short Sleeve Shirt, 5.11, Tactical #71175, Various Colors	50	\$	33.40	\$ 1,670.00
54	Men's and Women's Cotton/Poly TDU Tactical Shirt, 5.11, Tactical TDU, #L-SH802/#L-SH801/#72003/#72002/#72002T, Various Colors	50	\$	33.40	\$ 1,670.00
55	Men's and Women's Long Sleeve Shirt TDU, 5.11, 72013, Various Colors	50	\$	55.65	\$ 2,782.50
56	Men's and Women's Short Sleeve Shirt TDU Rip Stop, 5.11, #71339, Various Colors	50	\$	33.40	\$ 1,670.00
57	Men's and Women's Long Sleeve Polo Rip Stop 5.11, #72054, Various Colors	100	\$	36.43	\$ 3,643.00
58	Men's and Women's Polo Performance, 5.11, #71049, Various Colors	100	\$	27.32	\$ 2,732.00
59	Men's and Women's Long Sleeve Polo Performance 5.11, #72049, Various Colors	100	\$	29.35	\$ 2,935.00
60	Men's and Women's Short Sleeve Polo Professional, 5.11, #41060/#41060T/#61166, Various Colors	100	\$	27.32	\$ 2,732.00
61	Men's and Women's Long Sleeve Utility Polo 5.11, 72057, Various Colors	100	\$	20.24	\$ 2,024.00
62	Women's Short Sleeve Trinity Polo 5.11, #61011, Various Colors	100	\$	30.36	\$ 3,036.00
63	Men's and Women's Short Sleeve Pursuit Polo 5.11, #71027, Various Colors	100	\$	30.36	\$ 3,036.00
64	Men's and Women's Long Sleeve Polo Professional 5.11, #42056/#42056T, Various Colors	100	\$	31.37	\$ 3,137.00
65	Men's and Women's Pants with Stripe Fechheimer, #34291 (Honor Guard), Navy Blue	20	\$	63.52	\$ 1,270.40
66	Jacket, CHGBLS02- Custom Coat with Detachable Gold/Silver Buttons, Fechheimer, (Honor Guard), Navy Blue	20	\$	357.14	\$ 7,142.80
67	Premier Shoulder Cord, Gold braid and/or Royal/Silver braid w/silver acorns (Honor Guard Only)	20	\$	9.99	\$ 199.80
68	Shoe, High Gloss Duty, Oxford, #22141	20	\$	43.75	\$ 875.00
69	Armorskin, Short Sleeve Street Shirt Wool, Blauer, #8472-04 Navy Blue	250	\$	32.51	\$ 8,127.50
70	Armorskin Long Sleeve Street Shirt Wool, Blauer, #8471-04, Navy Blue	250	\$	38.65	\$ 9,662.50
71	Men's Turtleneck Shirt, Elbeco, #8602, Black	25	\$	18.39	\$ 459.75

72	Men's Turtleneck Shirt –Casual Basics, Fechheimer, #52510, Black	25	\$	23.68	\$ 592.00
73	Cap, Navy Blue Cross A Round with Adjustable Band Keystone, R-13, D. Navy with Silver or Gold Strap, With scrambled eggs as an option	100	\$	36.73	\$ 3,673.00
74	Straw Campaign Hat, Stratton #S-40DB, Black	10	\$	61.88	\$ 618.80
75	Straps for Straw Campaign Hat, Stratton #ST-3P-BK/#ST-1P-BK/#CD-BK, Black	10	\$	5.63	\$ 56.30
76	Embroidered Fitted Baseball Cap with Auto Flex Fit Black - Various Size	200	\$	12.46	\$ 2,492.00
77	Tie, Samuel Broome, #45045 Clip on, Black - Various lengths	50	\$	3.27	\$ 163.50
78	Hood, Nomex with Bib Heavyweight, Hatch, #NH5000, Black	50	\$	26.69	\$ 1,334.50
79	Elbow Pads, Hatch, #EP300, Various Colors	25	\$	11.94	\$ 298.50
80	Elbow Pads, Hatch, #XTAK, Various Colors	25	\$	12.60	\$ 315.00
81	Knee Pads, Hatch, #KP250, Various Colors	25	\$	15.92	\$ 398.00
82	Knee Pads, Hatch #XTAK, Various Colors	25	\$	16.58	\$ 414.50
83	Thigh Rig, W/Double Harness, Safariland, #6005-6-123, Various Colors	25	\$	68.75	\$ 1,718.75
84	Gloves, Dura Thin, Hatch, #SG20P, Various Sizes	25	\$	17.68	\$ 442.00
85	Gloves, Spec-ops W/Kevlar With Hard Knuckles, Damascus, #DS0150H, Black	25	\$	36.90	\$ 922.50
86	Gloves, Interceptor, Damascus, #MX-30, Black	25	\$	19.05	\$ 476.25
87	Gloves, Viper, Damascus, #MX50-Q6, Black	25	\$	25.71	\$ 642.75
88	Gloves, SI Lightweight, Oakley #94176, Various Colors	25	\$	21.43	\$ 535.75
89	Gloves, Street Guard W/X11, Hatch, #SGX11, Various Colors	25	\$	37.89	\$ 947.25
90	Men's Leather Motor Boots with Tie Adjust, Dehner, #9999, Black	25	\$	380.95	\$ 9,523.75
91	Boots, Stealth Force, Magnum, #5226, Black	5	\$	80.36	\$ 401.80
92	Boots, Stealth Force 8" Side Zip, Hitec, #5198, Black	5	\$	86.31	\$ 431.55
93	Boots, Dura Shocks 8", Bates, #3140, Black	5	\$	83.93	\$ 419.65
94	Boots, Velocitor Side Zip, Bates, #4034, Black	5	\$	86.90	\$ 434.50
95	Boots, Delta II Trainer, Bates, #3206, Black Ice	5	-		\$ —
96	Belt, Operator, 5.11, #59405, Various Colors	25	\$	26.31	\$ 657.75
97	Belt, Trainer 1 ½", 5.11, #59409, Various Colors	25	\$	26.31	\$ 657.75
98	Belt, Instructor 1.5", Wilderness, #53ST, Various Colors	25	\$	29.99	\$ 749.75
99	Jacket, Men's/Women's Nylon Ultra Duty Outerwear, Flying Cross, #59130WP, Dark Navy Blue or Black or Alternative	100	\$	91.86	\$ 9,186.00
100	Jacket, All Weather 5- in- 1, 5.11, #48017, Black	5	\$	161.90	\$ 809.50
101	Jacket, Motor Tourmaster, #Flex LE, Black	25	\$	216.99	\$ 5,424.75
102	Jacket, Response Light Weight, 5.11, #48016 (with patches), Dark Navy	100	\$	44.52	\$ 4,452.00
103	Neese Raincoat Black/Orange (reversible) with "POLICE" screened on front and back, 548RJC - Various Sizes	200	\$	75.58	\$15,116.00

104	Neese Raincoat Black/Orange (reversible) with "POLICE" screened on front and back, 548RJJ - Various Sizes	200	\$	59.83	\$11,966.00
105	Traffic Vest, Hi-visibility Yellow with Police on back, VizGuard by Spiewak, #S912P - Various sizes	200	\$	26.83	\$ 5,366.00
106	Carrier – Armorskin Wool Blend Flat, Plain Pocket Blauer, #8470-01-04, Navy	25	\$	62.45	\$ 1,561.25
107	Carrier Perfect Match, Plain Pocket, Flying Cross Perfect Match Navy	25	\$	56.43	\$ 1,410.75
108	Outer Vest Carrier, Nylon, Black or Alternative (per Exhibit C)	50	\$	259.99	\$12,999.50
109	Stripes, Sgt Chevron #5422S (HER)	50	\$	3.50	\$ 175.00
110	Bars, Lt. ¾" Gold	10	\$	3.99	\$ 39.90
111	Bars, Lt 1" Gold	10	\$	3.99	\$ 39.90
112	Stars, Premier, Model #1700 Single, 3/4" Smooth	10	\$	3.99	\$ 39.90
113	Stars, Premier, Model #1700 Single, 5/8" Smooth	10	\$	3.99	\$ 39.90
114	Stars, Premier, Model #1702 Double, 3/4" Smooth	10	\$	5.99	\$ 59.90
115	Stars, Premier, Model #1702 Double, 5/8" Smooth	10	\$	5.99	\$ 59.90
116	Stars, Premier, Model #1704 Triple, 3/4" Smooth	10	\$	7.99	\$ 79.90
117	Stars, Premier, Model #1704 Triple, 5/8" Smooth	10	\$	7.99	\$ 79.90
118	Stars, Premier, Model #1706 Quadruple 3/4" Smooth	10	\$	9.99	\$ 99.90
119	Stars, Premier, Model #1706 Quadruple 5/8" Smooth	10	\$	9.99	\$ 99.90

OPTIONAL ITEMS:

<u>Item</u>	<u>Unit Cost</u>
1. 5.11 / Rocky's / Thorogood / Magnum / Hitec /Bates / Danner (boots or shoes) Leather or nylon, black. Provide list of available products. Mfg. & Model No. <u>511 RECON Urban Boot</u> Mfg. & Model No. <u>Danner DFA 8" Black GTC</u> Mfg. & Model No. <u>Magnum Stealth Force 8.0 SX CT WPi</u>	<u>\$96.69</u> <u>\$156.25</u> <u>\$103.13</u>
2. Tactical handcuff key Mfg. & Model No. <u>ZAK Tools – ZAK ZT14</u>	<u>\$5.99</u>
3. Hatch Gloves Mfg. & Model No. <u>CT250 Black CoolTac Policy Duty Glove</u>	<u>\$22.55</u>
4. Damascus Gloves Mfg. & Model No. <u>MX10 Nexstar 1 – Lightweight Duty Glove</u>	<u>\$14.38</u>
5. Underarmor Gloves Mfg. & Model No <u>1242619 Men's UA Tactical Knuckle Glove</u>	<u>\$67.99</u>
6. Dickie Black Coveralls – Various Colors Mfg. & Model No. <u>DKY33999RBK (S-2XLPricing)</u>	<u>\$21.20</u>
7. Gelco Brand Instructor Belt – Black	<u>\$37.50</u>
8. Uncle Mikes duffel bag #5244-1	<u>\$16.04</u>

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| 9. | Men's Poly/Wool Motor Breeches with Stripe
United Uniforms #10303 – Dark Navy Blue | <u>\$180.00</u> |
| 10. | Hash Marks (Various styles 1-10) | <u>\$3.65</u> |
| 11. | City approved alterations include (City shall pay): | |
| | Pant waist alteration | <u>\$6.75</u> |
| | Shirt sleeve taper | <u>\$7.50</u> |
| | Stripe pant | <u>\$11.75</u> |
| 12. | Please list all other available alterations and associated fees
(Employee shall pay): | <u>SEE EXHIBIT D</u> |
| 13. | Please list any other applicable fees: | <u>SEE EXHIBIT D</u> |

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

**EXHIBIT C
OUTER BODY ARMOR CARRIER**

Authorized for all personnel assigned to the Criminal Investigations Bureau and is a standardized model that includes the following criteria:

- a. Black in color
- b. Embroidered badge affixed to left breast area
- c. Embroidered name tag affixed to right breast area
- d. TASER® holster affixed to support side in front
- e. A maximum of two exterior pockets affixed to the primary side in front
- f. The vest carrier comes standard with two hidden breast pockets. Officers may choose either Velcro or zippered closures. A pen opening in the pocket and a recorder pocket is authorized.
- g. Optional accessories include up to two back panel handcuff holders and additional hidden pockets on the interior portion of the vest
 - a. Embroidered or cloth insignias are not permitted
 - b. "POLICE" in bold letters on the back of the carriers for personnel assigned to CIB where it is required.

**EXHIBIT D
ALTERATION PRICING**



**Alteration Pricing
PANTS**

	Skaggs Purchased Alterations	Outside Purchased Alterations		Skaggs Purchased Alterations	Outside Purchased Alterations
Hem - Shorten/Lengthen.....	\$5.00	\$10.00	Add Suspender Buttons.....	\$6.00	\$10.00
Taper Leg.....	\$13.00	\$25.00	Remove Belt Loops.....	\$5.00	\$15.00
Braid.....	\$12.00	\$15.00	Add Belt Loop (make new)...	\$3.00	\$6.00
Waist-Take In or Let Out.....	\$10 & Up	\$12 & Up	Add Belt Loops (7).....	\$20.00	\$30.00
Bottom (Cuff).....	\$12.00	\$12.00	New Zipper.....	\$12.00	\$20.00
Hook or Clasp on Pants (new)...	\$8.00	\$10.00	Lower Waistband.....	\$30.00	N/A

DRESS SHIRTS

	Skaggs Purchased Alterations	Outside Purchased Alterations		Skaggs Purchased Alterations	Outside Purchased Alterations
Shorten Sleeves.....	\$12.00	\$16.00	Shorten Tails.....	\$10.00	\$15.00
Taper Sleeves.....	\$8.00	\$12.00	Add Patch.....	No Charge	\$2.50
Military Crease.....	\$8.00	\$13.00	Change Epaulets.....	\$4.00 ea	\$6.00 ea
Make Short Sleeves.....	\$8.00	\$17.00	Change Pocket Flaps & Epaulets	\$10.00	\$15.00
Add Zipper.....	\$8.00	\$10.00	Add Badge Tab.....	\$2.00	\$4.00
Taper Shirts.....	\$8 & Up	\$12 & Up	Add Mic Hole.....	\$2.00	\$4.00
Remove Patch.....	\$2.00 ea	\$2.00 ea	Velcro on Patch.....	\$2.00	\$4.00

COATS

	Skaggs Purchased Alterations	Outside Purchased Alterations		Skaggs Purchased Alterations	Outside Purchased Alterations
Sleeves (Shorten/Lengthen).....	\$15.00	\$25.00	Scramble Eggs.....	\$3.00	\$5.00
Sides.....	\$15.00	\$25.00	Stripes on Sleeves- 1st Strip....	\$10.00	\$15.00
Center Seam.....	\$10.00	\$20.00	Additional Stripes.....	\$5.00 ea.	\$10.00 ea.
Lower Collar.....	\$20.00	\$26.00	Change All Buttons.....	\$5.00	\$10.00
Change Buttons Dress Coat.....	\$5.00	\$8.00	Shorten Coat Length.....	\$45.00	N/A
Add Zipper to Coat/Jacket.....	\$20.00	\$30.00			

NAME TAPES

Embroidered Name Tape w/out Velcro.....	\$5.00	MultiCam Name Tape w/out Velcro.....	\$7.00
Embroidered Name Tape with Velcro.....	\$8.00	MultiCam Name Tape with Velcro.....	\$10.00

**All Worn Clothing brought in for Alteration must be Dry Cleaned/Washed
by State Law Requirements.**

Revised 02/2012