



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

31

2. Council Meeting Date:
May 24, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: May 8, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Police

5. SUBJECT: Award contract for Police Uniforms (RFP No. PD7-200-2460) to West Valley Uniforms, Inc., dba East Valley Uniforms in an amount not to exceed \$130,000.

6. RECOMMENDATION: Recommend awarding a contract for Police Uniforms (RFP No. PD7-200-2460) to West Valley Uniforms, Inc., dba 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: The City issued a Request for Proposals (RFP) for vendors experienced in providing police uniforms. The following vendors responded:

John's Uniforms, Universal Police Supply, Camelback Uniforms, East Valley Uniforms

The selection process was conducted in accordance with established City policies and procedures. The evaluation committee included the following:

Glenda Shackelford, Procurement Officer; Doug Reed, Police Operations Support Supervisor; Catherine Roeper, Police Admin Specialist.

A one year contract with three renewal options was negotiated with East Valley Uniforms which includes all costs necessary to provide the police uniforms.

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 the contract for Police Uniforms (RFP No. PD7-200-2460) to West Valley Uniforms, Inc., dba East Valley Uniforms in an amount not to exceed \$130,000 per staff recommendation.

APPROVALS

11. Requesting Department

Edward Upshaw, Police Commander

CG

12. Department Head

Sherry Kiyler, Police Chief

13. Procurement Officer

Glenda Shackelford, CPPB

14. City Manager

W. Mark Pentz

**CITY OF CHANDLER PURCHASE CONTRACT
POLICE UNIFORMS
RFP No. PD7-200-2460**

THIS AGREEMENT is made and entered into this ___ day of _____, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **WEST VALLEY UNIFORMS dba EAST VALLEY UNIFORMS**, a Corporation in the State of Arizona, 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 Operations Support Supervisor/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.
- 1.3. Ordering Process.** Upon award of a contract by the City, any designated department may procure the specific product, equipment or material awarded by the issuance of a contract Purchase Order to the appropriate CONTRACTOR. Each contract Purchase Order must cite the correct Chandler contract number.

2. GOODS AND MERCHANDISE TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and merchandise 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 (Categories):** 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.
- 2.9. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) 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.
- 3.4. **Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.
- 3.5. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all goods or equipment supplied pursuant to this 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. Defective Products. 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.
- 4.3. Delivery / Availability of Items.** Each officer or designated assignee(s) shall pick-up their uniforms from CONTRACTOR's facility. CONTRACTOR need not deliver any of the good supplied under this contract but must have all of them available for pick up at CONTRACTOR'S facility within a reasonable time of request. 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. It is understood that unusual sizes (x-small or XX-large sizes may take longer to be made available. These sizes shall be made available no later than thirty (30) days after measurements are taken. If circumstances arise where these availability dates will not be met, the vendor must communicate the issue in a timely manner. If the issue is not communicated to the Police Department personnel, the order may be subject to cancellation with no cost to CITY.
- 5. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Thirty Thousand dollars (\$130,000) for the commodities 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. Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.
- 5.3. Delivery:** *All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. 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.

- 5.5. **Taxes:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.6. **Tax Credits or Exemptions:** When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist CITY in applying for and obtaining such tax credits and exemptions which shall be paid or credited to CITY.
- 5.7. **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.
6. **TERM:** The term of the Contract is one (1) year, commencing on the 1st of July, 2007 and terminating on 30th of June, 2008 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to three (3) additional terms of one year each.
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 contract 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 Contract or any part thereof for its sole convenience with thirty (30) days written notice. CONTRACTOR shall receive payment for the goods and materials already shipped to CITY.
- 9.2. Termination for Cause:** CITY may, upon written notice, terminate this Contract for CONTRACTOR'S failure to comply with the terms of this Contract.
- 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 within three (3) years 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.
- 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. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- 11.1. Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Contract nor lumped together with other pending claims.
- 11.2. Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
- 11.3. CITY Response:** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
- 11.4. Appeal:** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
- 11.5. Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
- A. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- B. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR

process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

- C. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to

assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.

- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
 - K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
 - L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
 - M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
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 Department
Contact: Doug Reed
Mailing Address: PO Box 4008 – MS 303
Physical Address: 250 E Chicago St
City, State, Zip: Chandler AZ 85244
Phone: 480-782-4247
FAX: 480-782-4222

In the case of the CONTRACTOR
Firm Name: East Valley Uniforms
Contact: Barbara Newton
Address: 1030 E Baseline Rd #109
City, State, Zip: Tempe, AZ 85283
Phone: 480-831-5199
FAX: 480-831-2802

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:

14.6. 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.

14.7. 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).

14.8. 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.

14.9. **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.

14.10. **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.

14.11. **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.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of 20 .

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: Cindy D. Chapman
Signature President

ATTEST:

SEAL

ATTEST: If Corporation

City Clerk

Barbara Penton
Secretary

Approved as to form:

JH City Attorney

**EXHIBIT A
TECHNICAL SPECIFICATIONS (Revised)**

CONTRACTOR shall supply uniforms and miscellaneous police equipment for the Chandler Police Department as described in more detail below on an as-needed basis.

1. Background

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 is also provided one campaign hat, including hat cover and appropriate hat straps as needed and baseball caps as needed – embroidered. The motor officers may purchase shirts with a wool blend. Officers may purchase additional uniforms other than those provided by CITY through any resultant contract(s). The officers shall be responsible for payments on any additional uniforms purchased.

CITY Police Department also requires and CONTRACTOR shall supply, as necessary, uniforms for reserve officers, explorers, Detention Officers, Lab Technicians, Neighborhood Services Unit, Volunteers, Fleet Officer, Park Rangers, and Range masters.

CONTRACTOR shall also supply additional items such as jackets, turtlenecks, boots, breeches, BDU's, and hats, under this contract.

2. Measurements

Police officers, employees and others to be provided goods under this contract, shall be measured by CONTRACTOR at CONTRACTOR's facility for each individual – no exceptions. As part of this contract, CONTRACTOR shall provide a cost for these services in the pricing section, which includes an approved list of alterations.

For hats, CONTRACTOR shall provide to CITY its precise instructions for obtaining measurements. CONTRACTOR shall be responsible for providing hats of the proper fit and quality to their standard. (Hats provided that aren't of good quality, i.e. bent, not properly fit, creased, etc., will be politely exchanged by CONTRACTOR.)

3. Sewing on patches

CITY Police Department shall provide the patches to CONTRACTOR for installation. CONTRACTOR shall attach patches on each shirt. These patches shall be chain-stitched 1" below the top shoulder seam of sleeve and centered on outer facing of sleeve.

4. Specifications

The uniforms shall be new and shall have the required patches installed prior to pick-up. Hemming of pants shall be completed at the time of pick up, including all approved alterations. CONTRACTOR shall keep a file on each officer so uniform(s) may be ordered over the telephone. Price shall include all of these requirements.

Trousers, Men and Women's,

A. Fechheimer, L.A.P.D. Navy Blue (Men's Item # 3900) Women's Item # 3933) and black (Men's Item # 3910, Women's Item # 3960), Short Rise and Standard Cuts. Cargo pocket pant Fechheimer L.A.P.D. Navy Blue (Men's Item # #39300, Women's Item # 39350).

B. Blauer, ClassAct Dark Navy and Black (Men and Women **8650**), cargo pant StreetGear Dark Navy Blue (8980 Men and Women), Street Gear 65/35 cotton blend (8709-1 & 8708 Men and Women)

C. 5.11 Tactical - TDU pants Royal Robbins 65/35 Polyester blend (L-TR337 & L-TR336 Men & Women) or (74003/74004 Men and Women), 5.11 Tactical Dark Navy Blue, Tan/Khaki, Desert Sand or Black (74251, 64355 for men and Women)

1. Fabric - Trousers -100% Dacron/polyester fine line texturized Gabardine woven in two-ply construction 70/28/2 Polyester/Rayon/Lycra, serge woven. Cargo pocket pants - 100% polyester/polyester, fine line texturized Gabardine woven. 65/35 Poly/Cotton twill. Royal Robbins BDU pant, 100% cotton/cotton blend, or polyester blend

2. Creasing - The front and back of trouser legs shall have military style creases and shall incorporate a permanent modified silicone crease produced by the "Lintrak System". Creases shall last the life of the pant or the contractor shall replace the pant at no charge. Cargo pocket pant shall have no permanent silicone creases.
- D. Shirts, Men's and Women's,
- A. Flying Cross:
Dark Navy Blue (L.A.P.D. blue), Short Sleeve (Men's Item # 98R6686, Women's Item # 298W6686), Long Sleeve (Men's Item # 48W6686, Women's Item # 248W6686).

Medium Blue, Short Sleeve (Men's Item # 95R6625, Women's Item #152R6625), and Long Sleeve (Men's Item # 45W6625, Women's Item #102W6625).

Pinal Gray, Short Sleeve (Men's and Women's Item #85R7881Z) and Long Sleeve (Men's and Women's Item #33W7881Z),
- E. Blauer Dark Navy Blue **Short Sleeve ClassAct** (Men's and Women's Item #8910-12) and Long Sleeve Class Act (Men's and Women's Item 8900-12),

Medium Blue, Short Sleeve ClassAct (Men's and Women's Item #8910-12) and Long Sleeve Class Act (Men's and Women's Item 8900-12),

Gray, Short Sleeve ClassAct (Men's and Women's Item #8910-12) and Long Sleeve Class Act (Men's and Women's Item 8900-12),
1. Fabric - All synthetic tropical weave 65% Dacron polyester/ 35% Rayon or Rayon blend
 2. Collar: **Short Sleeve** - Convertible collar.
 Long Sleeve - Collar with fused-in Mylar stays.
 3. Military Creases - Seven silicone sharp military creases on all shirts. One crease on each front to be centered vertically through pocket and flap. Spacing for military creases on shirt back to be proportionate to the size of the shirt. Military creases on both sleeves to be centered on the middle of the shoulder strap. Creases shall last the life of the shirt or the Contractor shall replace the shirt at no charge.
 4. Military Creases - Five (5) silicone sharp military creases on all shirts. One crease on each front to be centered vertically through pocket and flaps. Spacing for military creases on shirt back to be proportionate to the size of the shirt. Creases shall last the life of the shirt or the Contractor shall replace the shirt at no charge.
- F. Shorts, Men's and Women's, Blauer, Police Blue (Item # 8840-04) Tan or Black (Item # 8840). Cotton/Poly blend, 6 pockets.
- G. Turtlenecks, Elbeco , Black, Men's Item # 7702 / Blauer 8100 or equal
- H. Motor Breeches with Stripe, United Uniforms, 100% Wool, Dark Navy Blue, Men's Item # #10303/ 5.11 A Class Poly/wool blend
- I. Motor Boots with tie adjust, stock sizing, (sized to fit), leather, Dehner Black, Men's Item #9999.

- J. Jackets, nylon with zipper, Men's and Women's, Fechheimer 58130, Dark Navy (LAPD) Blue, or Black/ Blauer Bomber Jacket 6125 and 6001 reversible/ 5.11 Hi-Visible reversible jacket.
- K. Battle Dress Uniforms (BDU's), Men's and Women's, Propper, poly-rip-stop 65/35 cotton/poly blend, Dark Navy Blue or Black. Shirt, 2 pocket, jacket style, Item # 235. Pants, 6 pockets, Item # 400/ 5.11 TDU Royal Robbins Pants L-TR337/L-T336/74003/74004, TDU Tactical Shirts Royal Robbins 5.11 L-SH802/L-SH801, 72003/72002/72002T/ Blauer StreetGear BDU 8818, Blauer StreetGear BDU 8709-1 or 9809/.
- L. Shorts, Dark Navy Blue with no Cargo Pockets, Fechheimer 49400.
- M. Shorts, Dark Navy Blue with Cargo Pockets, Fechheimer 49330/ Blauer StreetGear 8841-1.
- N. Shorts, Tan, Propper BDU, 100% cotton.
- O. Pants, Tan, Propper BDU, 100% cotton or poly/cotton.
- P. Polo, Short Sleeve, Men's and Women's, Flyingcross NYPD Blue/Blauer B.Cool Dark Navy Blue
- Q. Polo, Long Sleeve, Men's and Women's, FlyingcrossNYPD Blue/Blauer B.Cool Dark Navy Blue
- R. Bike Shorts w/ Velcro Keepers. United Uniforms L-TR163. L-TR333 or Mocean L-TR237
- S. Bike Pants w/ Velcro Keepers. United Uniforms L-TR331, L-tr332, LTR162, L-TR196 or Mocean L-TR238
- T. The hats shall be new and shall have the required straps installed prior to pick-up. Price shall include all of these requirements.
- U. Campaign Hat, Straw, Style Stratton S-40DB-NB. Traditional four dent style. Flat double brim, extra stiff in 3" width, dark navy color. Front center eyelet hole for badge.
- V. Straps for Campaign Hat. Style Stratton ST-3P-BK and ST-1P-BK.
- W. Hat Protector for Campaign Hat (protects from the rain). Style Stratton RC-MP.
- X. Hat Trap for Campaign Hat (protects from abuse when hat is not in use, retains hat shape). Optional purchase.
- Y. Fitted baseball hats with Chandler Police embroidered on front, Black Flexfit.

**EXHIBIT B
PRICING**

PRICING SCHEDULE

Uniforms will be ordered on an as-needed basis. No substitutions will be allowed. CONTRACTORS may offer pricing on one or more products listed.

<u>Item No.</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	=	<u>Extended Price</u>
1.	Men's Trousers. Fechheimer 3900 & 3910, L.A.P.D. Navy and Black AND/OR Blauer ClassAct 8650 Dark Navy and Black	150 x	\$25.42	=	\$3,813.00
		150 x	\$26.69	=	\$4,003.50
2.	Women's Trousers Fechheimer 3933 & 3960, L.A.P.D. Navy and Black AND/OR Blauer ClassAct 8650W Dark Navy and Black	50 x	\$25.42	=	\$1,271.00
		50 x	\$26.69	=	\$1,334.50
3	Men's Cargo Pocket Pant. Fechheimer , 39300 L.A.P.D. Navy Blue AND/OR Blauer StreetGear 8980 Dark Navy	400 x	\$46.18	=	\$18,472.00
		400 x	\$46.18	=	\$18,472.00
4.	Women's Cargo Pocket Pant. Fechheimer, 39350 L.A.P.D. Navy Blue AND/OR Blauer StreetGear 8980 Dark Navy	40 x	\$46.18	=	\$18,472.00
		40 x	\$46.18	=	\$18,472.00
5.	Men's Short Sleeve Shirts. Flying Cross, 98R6686, Dark Navy Blue AND/OR Blauer Class Act 8910-12, Dark Navy	1000 x	\$32.70	=	\$32,700.00
		1000 x	\$32.87	=	\$32,870.00
6.	Men's Long Sleeve Shirts. Flying Cross, 48W6686, Dark Navy Blue AND/OR Blauer Class Act 8900-12, Dark Navy	500 x	\$36.29	=	\$18,145.00
		500 x	\$38.32	=	\$19,160.00
7.	Women's Short Sleeve Shirts. Flying Cross, 298W6686, Dark Navy Blue AND/OR Blauer Class Act 8910-12, Dark Navy	95 x	\$32.70	=	\$3,106.50
		95 x	\$32.87	=	\$3,122.65
8.	Women's Long Sleeve Shirts. Flying Cross, 248W6686, Dark Navy Blue AND/OR Blauer Class Act 8900-12, Dark Navy	50 x	\$36.29	=	\$1,814.50
		50 x	\$38.32	=	\$1,916.00
9.	Men's Short Sleeve Shirts. Flying Cross, 95R6625, Medium Blue AND/OR Blauer Class Act 8910-12, Medium Blue	45 x	\$33.85	=	\$1,523.25
		45 x	\$34.79	=	\$1,565.55

10.	Men's Long Sleeve Shirts. Flying Cross, 45W6625, Medium Blue. AND/OR Blauer Class Act 8900-12, Med. Blue	45 x	\$36.79	= \$1,655.55
		45 x	\$38.79	= \$1,745.55
11.	Women's Short Sleeve Shirts, Flying Cross, 152R6625, Medium Blue AND/OR Blauer Class Act 8910-12, Medium Blue	15 x	\$33.85	= \$507.75
		15 x	\$34.79	= \$521.85
12.	Women's Long Sleeve Shirts, Flying Cross, 102W6625, Medium Blue AND/OR Blauer Class Act 8900-12, Med. Blue	15 x	\$36.79	= \$551.85
		15 x	\$38.25	= \$573.75
13.	Men's Short Sleeve Shirts, Fechheimer, Cotton Blend, 85R7881Z, Pinal Grey AND/OR Blauer Class Act 8910-12, Grey	30 x	\$29.72	= \$891.60
		30 x	\$34.37	= \$1,031.10
14.	Men's Long Sleeve Shirts, Fechheimer, Cotton Blend, 33W7881Z, Pinal Grey AND/OR Blauer Class Act 8900-12, Grey	30 x	\$33.52	= \$1,005.60
		30 x	\$38.49	= \$1,154.70
15.	Shorts, Blauer, Men's and Women's, 8840-04 & 8840, Police Blue, Tan or Black	500 x	\$35.99	= \$17,995.00
16.	Polos Short Sleeve, Men's/Women's, Flyingcross NYPD Dark Blue, AND/OR Blauer; Cool 8131-3 Dark Navy	500 x	\$38.70	= \$19,350.00
		500 x	\$26.95	= \$13,475.00
17.	Polos Long Sleeve, Men's/Women's, Flyingcross NYPD Dark Blue, AND/OR Blauer; Cool 8131-3 Dark Navy	500 x	\$41.70	= \$20,850.00
		500 x	\$29.60	= \$14,800.00
18a.	Shorts, Black, United Uniforms, 100% Nylon United Uniforms 377	30 x	\$29.70	= \$891.00
18b.	Shorts, Black United Uniforms Nylon/Lycra Blend United Uniforms 380	30 x	\$36.90	= \$1,107.00
18c.	Shorts, Black, Mocean, Nylon/Teflon Blend Motion 1059	30 x	\$35.44	= \$1,063.20
19a.	Pants, Black, United Uniforms Nylon/Lycra Blend United Uniforms 690	30 x	\$47.60	= \$1,428.00
19b.	Pants, Black, United Uniforms, 100% Nylon United Uniforms 677	30 x	\$31.50	= \$949.00
19c.	Pants, Black, Mocean, Nylon/Teflon Blend Motion 2059	30 x	\$48.59	= \$1,457.70
20.	Turtlenecks. IZKO Casual Basics, Men's 82509, Black or equal Blauer 8100 Black or equal Elbeco 7702	28 x	\$18.25	= \$511.00

21.	Motor Breeches with Stripe, United Uniforms Men's 100% Wool , 10303, AND/OR	10 x	\$164.70	= \$1,647.00
22.	Motor Boots with tie adjust, leather, Dehner, Men's Black, Item #9999	5 x	\$345.00	= \$1,725.00
23.	Jackets, nylon w/zipper, Men's & Women's Fechheimer style 58130, Dark Navy Blue or Black AND/OR	5 x	\$128.22	= \$641.10
	Blauer 6125 Bomber Jacket/	5 x	\$95.40	= \$477.00
23A.	Jackets, Reversible Jacket, Mens' & Women's, Style High-Vis 48015, Black, Navy Blue AND/OR	5 x	\$65.50	= \$327.50
	Blauer 6001 Dark Navy, Black	5 x	\$95.64	= \$478.20
23B.	Bike Jackets, Waterproof, United Uniform Mens' & Women's, style L-J442, Royal/Black	9 x	\$81.90	= \$737.10
24.	BDU's, Men's and Women's, Proper, Shirt, poly rip-stop, 65/35 cotton/ poly, 6820, Dark Navy Blue or Black AND/OR	50 x	\$22.38	= \$1,119.00
	Blauer StreetGear BDU 8709-1, 8708 65/35 cotton	50 x	\$38.21	= \$1,910.50
25.	BDU's, Men's and Women's, Proper, Pants, poly-rip stop, 65/35 cotton/ poly, 6821, Dark Navy Blue or Black AND/OR	100 x	\$22.38	= \$2,238.00
	Blauer StreetGear BDU 8818	100 x	\$48.15	= \$4,815.00
26.	Men's and Women's, BDU Tactical Pants Royal Robbins 5.11, 100% Cotton Dark Navy Blue, Tan or Black	100 x	\$31.45	= \$3,145.00
26A.	Men's and Women's, TDU Pants Royal Robbins 5.11, 65/35 Polyester Blend L-TR337/L-TR336 or 74003/74004 Dark Navy Blue, Tan or Black	50 x	\$28.91	= \$1,445.50
26B.	Men's and Women's, TDU Tactical Shirts Royal Robbins 5.11, 65/35 Polyester Blend L-SH802/L-SH801 or 72003/72002/72002T Dark Navy Blue, Tan or Black	50 x	\$30.63	= \$1,531.50
26C.	Men's and Women's, Tactical Shirts Royal Robbins 5.11, 72157,72157T Dark Navy Blue, Tan/Khaki, Desert Sand or Black	50 x	\$35.06	= \$1,753.00
26D.	Men's and Women's, Tactical Pants Royal Robbins 5.11, Cotton 74251,64355 Dark Navy Blue, Tan/Khaki, Desert Sand or Black	50 x	\$31.45	= \$1,572.50
27.	Shorts, Dark Navy Blue with no Cargo	50 x	\$28.06	= \$1,403.00

Pockets, Fechheimer 49400

28.	Shorts, Dark Navy Blue with Cargo Pockets, Fechheimer 49330 AND/OR Blauer StreetGear 8841-1	50 x	\$33.55	= \$1,677.50
		50 x	\$35.99	= \$1,799.50
29.	Shorts, Tan, Prestige BDU, 100% cotton Mfg. & Model No. <u>Propper F5261-55250</u>	5 x	\$15.58	= \$77.90
30.	Pants, Tan, Prestige BDU, 100% cotton or Poly/Cotton Mfg. & Model No. <u>Propper F5201-55250</u>	5 x	\$20.44	= \$102.20
31.	Straw Campaign Hats, Stratton S-40DB, Navy Blue	5 x	\$54.75	= \$273.75
32.	Straps for Campaign Hat, Stratton ST-3P-BK, ST-1P-BK, CD-BK, price per set	5 x	\$10.06	= \$50.30
33.	Hat Protector for Campaign Hat, #RC-MP	5 x	\$6.34	= \$31.70
34.	Hat Trap for Campaign Hat Stratton	1 x	\$62.50	= \$62.50
35.	Fitted baseball Caps Otto Flex Fit Monogrammed	319 x	\$8.80	= \$2,807.20

OPTIONAL ITEMS

<u>Item</u>	<u>Unit Cost</u>
1. Rocky's / Thorogood / Magnum / Danner (boots or shoes) Leather or nylon, black – please provide list of available products. Mfg. & Model No. <u>Danner #21210 Acadia</u> Mfg. & Model No. <u>Bates #2262</u> Mfg. & Model No. <u>Magnum Midnite Plus</u>	\$0.00 \$176.99 \$58.50 \$57.50
2. Tactical handcuff key Mfg. & Model No. <u>Zak tool Z-T14</u>	\$5.90
3. Hatch Gloves Mfg. & Model No. <u>Hatch Specialist NS430</u>	\$19.50
4. Damascus Gloves Mfg. & Model No. <u>Damascus DNS111E; Neoprene Search Duty Glove</u>	\$17.74
5. Dickie Black Coveralls/Atlanta Army/Navy mixed Coveralls Mfg. & Model No. <u>Dickie 3399 Coveralls</u>	\$19.90
6. Nomex Hood with collar Model NH6500 - Black Mfg. & Model No. <u>Hatch NH6500</u>	\$26.75
7. Gelco Brand Instructor Belt - Black or approved equal Mfg. & Model No. <u>Wilderness 1 ½" Instructor Belt</u>	\$27.90

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| 8. Uncle Mikes duffel bag #5244-1 or approved equal
Mfg. & Model No. <u>Uncle Mike's 5244-1</u> | \$14.90 |
| 9. Uncle Mikes brief case #5255-1 or approved equal
Mfg. & Model No. <u>Uncle Mike's 5255-1</u> | \$18.05 |
| 10. Traffic Template
Mfg. & Model No. <u>NW University SN-1000</u> | \$11.75 |
| 11. Knee pads, Black, Hatch Centurion or equal
Mfg. & Model No. <u>Hatch KP 250</u> | \$17.10 |
| 12. Elbow pads, Black, Hatch Centurion or equal
Mfg. & Model No. <u>Hatch EP 300</u> | \$11.55 |

Estimated delivery date is: 1-15 calendar days after receipt of a purchase order.

(Note - 15 day delivery is required except as noted on Questionnaire.)

Patches

Shoulder Patches provided by Officer

Sgt. Stripes (set)	\$3.00
Hash Marks 1-4 (Phx. Style)	\$2.99
Hash Marks 5-8 (Phx. Style)	\$3.50
Cloth 1 x 4 Name Patch	\$4.70
Silver on Navy for Officers	
Gold on Navy for Sgt. & Above	
Cloth 2 x 4 K-9 Name Patch	\$4.85

City shall approve and pay for the following alterations:

Pant hem and patching on original purchase is free

Pant Alterations

Waist job	\$ 6.50
Three way Waist job	\$11.00
Six Way Waist Job	\$21.00
Lower Front Waistband	\$11.25
Lower Entire Waistband	\$13.75
Raise Crotch	\$ 6.75

Shirt Alterations

Taper short sleeve	\$ 6.25
Taper long sleeve	\$ 7.00
Shorten short sleeve	\$ 4.25
Alter to short sleeve	\$ 4.75
Square tail	\$ 4.75

*Polo alterations are 10% off retail

Specialty Alterations

Replace Pant Zipper	\$ 9.00
Hem BDU/Replace string	\$ 5.50
Stripe Pant	\$11.00
Replace Jacket Zipper	\$17.00
Sew on button	Free
Velcro Pocket	\$ 3.50
Patch on shirt	\$ 1.00

**All other specialty alterations are at 10% off retail

Upsize charges – additional charges for large sizes:

Fechheimer/Blauer shirts size 3X or size 19 neck	30% up charge
Fechheimer/Blauer jackets sizes 2X-3X or X-long	20% up charge
Fechheimer/Blauer pants sizes 44 – 50	10% up charge
Fechheimer/Blauer pants sizes 52 – 55	20% up charge
Fechheimer/Blauer pants over 37" inseam	50% up charge
All other pants, shorts and BDU's 44 – 50	10% up charge
All other pants, shorts and BDU's 52 – 54	20% up charge
All shirt brands offered in bid sizes 2X	10% up charge
All shirt brands offered in bid sizes 3X – 4X	25% up charge
Sleeve lengths 37 or longer	30% up charge
Long body or tall sizing in shirts	30% up charge

Other Boot Styles offered:

Magnum

Phantom V-Lite #5506	\$59.90
Phantom V-Lite Women's #5507	\$59.90
Stealth II Side-Zip #8154	\$58.49
Midnite Plus II Side-Zip #8202	\$56.50

Bates

8" TAC Side-Zip Enforcer Ultra Light #2261	\$59.90
Enforcer 5" SZ #2264	\$64.90
GX-8 Goretex 8" #2268	\$79.50
Defender 8" Lace to Toe #3140	\$72.50

Other Gloves Offered:

Damascus MX-30 Interceptor Glove	\$23.50
Damascus DNK-1 Enforcer	\$27.50
Damascus DPG-125 Patrol Guard	\$28.50
Hatch PPG1 Puncture Protection Glove	\$47.50
Hatch StreetGuard	\$32.50
Hatch Guardian	\$28.50

Other Items Offered:

Premier Black Gear Bag PBG 81BK	\$38.45
Premier Embroidered Chandler Bag	\$51.50