



City Clerk Document No. \_\_\_\_\_

City Council Meeting Date: October 27, 2022

**CITY OF CHANDLER SERVICES AGREEMENT  
FIRE UNIFORMS  
CITY OF CHANDLER AGREEMENT NO. FD3-200-4486**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and 030530 Uniforms LLC, dba Ace Uniforms of Phoenix, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made \_\_\_\_\_, 2022 (Effective Date).

**RECITALS**

A. City proposes to procure Fire Uniforms as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

**SECTION I: DEFINITIONS**

For purposes of this Agreement, the following definitions apply:

**Agreement** means the legal agreement executed between the City and the Contractor

**City** means the City of Chandler, Arizona

**Contractor** means the individual, partnership, or corporation named in the Agreement

**Days** means calendar days

**May, Should** means something that is not mandatory but permissible

**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

### **SECTION III: PERIOD OF SERVICE**

The term of the Agreement is one-year, and begins on November 15, 2022, and ends on October 14, 2023, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

### **SECTION IV: PAYMENT OF COMPENSATION AND FEES**

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$200,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the 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 by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

### **SECTION V: GENERAL CONDITIONS**

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or

request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has

delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

**For the City**

Name: Juan Martinez  
 Title: Supply Supervisor  
 Address: 175 S. Arizona Ave., 3<sup>rd</sup> Floor  
 Chandler, AZ 85225  
 Phone: 480-782-2416  
 Email: Juan.Martinez@chandleraz.gov

**For the Contractor**

Name: Garrett Duckworth  
 Title: Regional Operations Manager  
 Address: 1506 E. McDowell Road  
 Phoenix, AZ 85006  
 Phone: 760-724-9841  
 Email: garrett@aceuniforms.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time, hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This

requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to

the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in

interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. 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.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**FOR THE CITY**

By: \_\_\_\_\_

Its: Mayor

**FOR THE CONTRACTOR**

By:  \_\_\_\_\_

Its: CEO \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney



**ATTEST:**

By: \_\_\_\_\_

City Clerk

## **EXHIBIT A TO AGREEMENT SCOPE OF SERVICES**

Contractor shall supply the following services:

1. Uniform items in this contract are for use as public safety daily uniform wear and therefore should be made of high-quality materials made to wear well while maintaining a professional appearance. Articles shall not shrink, fade, or otherwise degrade in a premature period.
2. Shirts, outerwear, and other items with embellishments shall be manufactured to accept and retain silk screening, embroidery, or other Chandler Fire Department (CFD) approved embellishment methods. Contractor will remain responsible for all aspects of the quality and accuracy for all embellishments.
3. Measuring services at Chandler Fire facilities or Contractor's facilities for all authorized Chandler Fire personnel. Measuring location as determined by CFD staff and at no charge to the City of Chandler. CFD will provide a 14 day notice for a request to provide measuring services at Chandler Fire facilities.
4. All embellishments will be of the same design and appearance (font, color, size, format, etc.) unless specified otherwise by Chandler Fire uniform personnel. Contractor will remain responsible for all aspects of the quality and accuracy for all embellishments.
  - a. Chandler logos as necessary on garments at no additional charge. Silk-screens or equal shall be determined by the City. City will provide artworks for all required logos but will not pay for set-up fees or artwork for silk-screens.
  - b. Embroider services on the front of shirts or outerwear with no billboard on the back and headwear. City will provide artworks for all required logos but will not pay for set-up fees or artwork for embroidery.
5. Installation of patches, hemming of pants and other minor alterations of garments as needed at no additional charge. If contractor must outsource this, information of third-party vendor must be submitted to the City.
6. Professional installation of patches and insignia on dress shirts & jackets (City to provide patches for installation) as detailed by CFD uniform policy.
7. All Department specific logos and artwork for CFD uniforms belongs to the Chandler Fire Department and shall not be distributed or used without permission.
8. Order submittal and allowance tracking shall primarily be completed through an online ordering/portal type system. Vendor portal shall be maintained to reflect currently approved uniform items.

10. Contracted uniform items shall be sold at the contracted price regardless of ordering method or payment method (i.e., online orders, phone orders, in-person, orders, on behalf of orders, and allowance vs. personal pay purchases).
11. Contractor agrees to stock a range of sizes and quantities of the most purchased items. CFD staff will work with Contractor to identify the items for local stock. Contractor should be open and supportive of stocking CFD uniform items at the local storefront for quick turnaround times.
12. Orders shall not be held to meet minimum quantity requirements for ordering, embellishment, or shipping. Items shall be fulfilled and shipped as quickly as possible after the item is ordered.
13. Orders for in-stock items shall be shipped within 14 calendar days from order placement on 90% of CFD orders. This includes in-stock items that include embellishment. For items with unusual sizing, orders shall be shipped within 30 calendar days from order placement on 90% of CFD orders.
  - a. Orders for out-of-stock items shall ship within 30 calendar days on 90% of CFD orders.
  - b. Contractor shall communicate with CFD uniform representative for orders that will not meet the defined timelines.
  - c. Contractor agrees to provide monthly compliance reports for stated delivery timelines.
14. CFD specific items shall only be available to authorized CFD staff. Items with the CFD embellishments shall not be provided to or purchased by non-CFD approved individuals. CFD will maintain an accurate list of approved staff.
15. Contractor shall maintain an assortment of common size sample products in store for CFD staff to try on for fitment.
16. Only approved items shall be available for CFD allowance purchases. Approved items as listed in Exhibit B. Other items may be purchased from the contractor using the employee's personal funds.
17. Contractor shall provide a comprehensive ordering website within 30 days of contract award. The system shall be a robust online ordering and program management tool that simplifies the buying process for City of Chandler Fire Department employees and gives managers visibility and control of the uniform procurement process.
18. Contractor shall maintain a dedicated account manager for CFD staff contacts. Additionally, contractor shall designate a customer service representative (preferably at the local storefront) to handle day-to-day communications with CFD

staff. The account manager and CSR should be readily accessible by phone and email during normal business hours.

19. Contractor shall respond to CFD management inquiries or issues within 24 business hours.
20. Contractor shall provide quality control measures to ensure items are delivered in a timely and accurate manner.
21. Contractor shall provide monthly report detailing order quantities, items, sizing, order history, backorders, spend, delivery timeline compliance, etc. for the previous month by the 12th day of the current month.
22. Contractor shall maintain a local facility for the full term of this contract. The facility must allow employees to choose from the specified selection of uniforms contained within this contract and to try on uniforms, place orders, receive alterations, and pick up orders. The store front shall be open during routine business hours excluding holidays. The facility location must be within 35 miles of Chandler Fire HQ (151 E Boston St. Chandler, AZ 85225).
23. Contractor shall maintain a robust online uniform management system that serves both CFD users and CFD admin/management staff. Current contract items and pricing shall be reflected on the ordering site. A variety of CFD generated reports shall be available to department admin/management staff.
24. Contractor shall offer a 30-day return policy. 25% restocking fee will apply for items returned more than 30 days from item delivery and that are not embellished. Shipping will be paid for by the customer or items can be returned to Phoenix location for no shipping fee. If the return is caused by a quality or production issue, then contractor will be responsible for both the restocking and shipping fees. Items that are embellished cannot be returned unless the item has a quality or production issue. Embellished items with quality or productions issues must be returned within 30 days.
25. If a contract item is discontinued during the duration of the contract, Contractor will immediately alert the department and suggest suitable alternatives. If an order is placed for a discontinued item, Contractor will give the customer the option to refund the order or choose an approved alternative in the same product category. Discontinued items will be removed from the ordering site within 24 hours of discovery of discontinued status from the manufacturer.
26. Orders shall be shipped directly to CFD staff or to CFD facilities, at the CFD member's direction. Every order that is shipped shall be assigned a tracking number that the customer can track. The tracking number shall be emailed to the customer. CFD admin staff shall also have access to view individual members' orders and tracking status through the ordering site.

27. Warranty: Contractor shall provide a full product warranty per the manufacturer's guidelines.

**EXHIBIT B TO AGREEMENT  
COMPENSATION AND FEES**

| PRICE PROPOSAL PAGE |                                                           |                              |                   |
|---------------------|-----------------------------------------------------------|------------------------------|-------------------|
| <u>ITEM NO.</u>     | <u>ITEM DESCRIPTION</u>                                   | <u>BRAND/MODEL</u>           | <u>UNIT PRICE</u> |
| <u>1</u>            | <u>Brush Pant</u>                                         | <u>Workwrite FP30 / FP32</u> | <u>\$221.33</u>   |
|                     |                                                           | <u>Workwrite FP62</u>        | <u>\$209.99</u>   |
| <u>2</u>            | <u>Work Boots</u>                                         |                              |                   |
|                     | <u>2a. Safety Toe Boots</u>                               |                              |                   |
|                     | <u>i. 511 Tactical 6in Shield "Steel Toe"</u>             | <u>511 Tactical 12443</u>    | <u>\$134.73</u>   |
|                     | <u>ii. 511 Tactical 8in Shield " Steel Toe"</u>           | <u>511 Tactical 12416</u>    | <u>\$149.04</u>   |
|                     | <u>iii. 511 Tactical Company 3.0 "Slip on Steel Toe"</u>  | <u>511 Tactical 12421</u>    | <u>\$119.52</u>   |
|                     | <u>iv. Redback " Slip on Steel Toe"</u>                   | <u>USBBK</u>                 | <u>\$192.00</u>   |
|                     | <u>v. Thorogood 804-6111 Wellington Steel Toe</u>         | <u>Thorogood 804-6111</u>    | <u>\$172.75</u>   |
|                     | <u>vi. Redback outback matte 6" lace up</u>               | <u>Redback USABK</u>         | <u>\$171.21</u>   |
|                     | <u>vii. Blauer FW016WPCT breech boot</u>                  | <u>Blauer FW016WPCT</u>      | <u>\$214.77</u>   |
|                     | <u>2b. Work Boots with out Safety Toe</u>                 |                              |                   |
|                     | <u>i. 511 Tactical ATAC 8in "No Steel Toe"</u>            | <u>511 Tactical 12391</u>    | <u>\$106.36</u>   |
|                     | <u>ii. Blauer FW034 Clash Shoe</u>                        | <u>Blauer FW034</u>          | <u>\$150.76</u>   |
| <u>3</u>            | <u>Polo Shirt w/Pocket – LS</u>                           |                              |                   |
|                     | <u>3a. Polo Shirts with Screen Front and Billboard</u>    |                              |                   |
|                     | <u>i. 511 Tactical Jersey Long Sleeve Polo</u>            | <u>72360</u>                 | <u>\$60.13</u>    |
|                     | <u>ii. Cornerstone Select Long Sleeve Snag Proof Polo</u> | <u>CS410LS</u>               | <u>\$46.65</u>    |
|                     | <u>iii. Port Authority Silk touch Long Sleeve Polo</u>    | <u>K500LSP</u>               | <u>\$35.82</u>    |
|                     | <u>iv. First Tactical Mens polo</u>                       | <u>First Tactical 111502</u> | <u>\$53.53</u>    |
|                     | <u>v. First Tactical Womens polo</u>                      | <u>First Tactical 121502</u> | <u>\$53.53</u>    |
|                     | <u>vi. 100% Cotton Pique Jersey Long Sleeve Polo</u>      | <u>511Tactical 42056</u>     | <u>\$70.00</u>    |
|                     | <u>vii. Sport Tek Micro Pique Long sleeve Polo</u>        | <u>Sport Tek ST657</u>       | <u>\$34.14</u>    |
|                     | <u>3b. Polo Shirts with Embroidered Logo and Name</u>     |                              |                   |
|                     | <u>i. 511 Tactical Jersey Long Sleeve Polo</u>            | <u>72360</u>                 | <u>\$61.80</u>    |

|   |                                                               |                              |                |
|---|---------------------------------------------------------------|------------------------------|----------------|
|   | <u>ii. Cornerstone Select Long Sleeve Snag Proof Polo</u>     | <u>CS410LS</u>               | <u>\$48.32</u> |
|   | <u>iii. Port Authority Silk touch Long Sleeve Polo</u>        | <u>K500LSP</u>               | <u>\$37.48</u> |
|   | <u>iv. First Tactical Mens polo</u>                           | <u>First Tactical 111502</u> | <u>\$64.14</u> |
|   | <u>v. First Tactical Womens polo</u>                          | <u>First Tactical 121502</u> | <u>\$64.14</u> |
| 4 | <u>Polo Shirt w/Pocket – SS</u>                               |                              |                |
|   | <u>4a.Polo Shirt with Screen Front and Billboard</u>          |                              |                |
|   | <u>i. 511 Tactical Jersey Short Sleeve Polo</u>               | <u>71182</u>                 | <u>\$55.92</u> |
|   | <u>ii. Cornerstone Select Short Sleeve Snag Proof Polo</u>    | <u>CS412P</u>                | <u>\$38.32</u> |
|   | <u>iii. Port Authority Silk Touch Short Sleeve Polo</u>       | <u>K500P</u>                 | <u>\$30.32</u> |
|   | <u>iv. First Tactical Mens polo</u>                           | <u>First Tactical 112508</u> | <u>\$59.67</u> |
|   | <u>v. First Tactical Womens polo</u>                          | <u>First Tactical 122508</u> | <u>\$48.61</u> |
|   | <u>vi. 511 Tactical 100% Cotton Pique Professional</u>        | <u>511 Tactical 41060</u>    | <u>\$55.00</u> |
|   | <u>vii. 511 Tactical Jersey knit cotton polo Womens</u>       | <u>511 Tactical 61164</u>    | <u>\$57.87</u> |
|   | <u>viii. Propper Womens Cotton Uniform Polo</u>               | <u>Propper F5807</u>         | <u>\$36.05</u> |
|   | <u>ix. Port Authority 5 in 1 Perormance Polo</u>              | <u>PA K567</u>               | <u>\$26.16</u> |
|   | <u>x. Port Authority 5 in 1 Ladies Performance Polo</u>       | <u>PA L567</u>               | <u>\$29.00</u> |
|   | <u>4b.Polo Shirt with Embroidered Logo and Name</u>           |                              |                |
|   | <u>i. 511 Tactical Jersey Short Sleeve Polo</u>               | <u>71182</u>                 | <u>\$57.58</u> |
|   | <u>ii. Cornerstone Select Short Sleeve Snag Proof Polo</u>    | <u>CS412P</u>                | <u>\$39.98</u> |
|   | <u>iii. Port Authority Silk Touch Short Sleeve Polo</u>       | <u>K500P</u>                 | <u>\$32.48</u> |
|   | <u>iv. First Tactical Mens polo</u>                           | <u>First Tactical 112508</u> | <u>\$70.27</u> |
|   | <u>v. First Tactical Womens polo</u>                          | <u>First Tactical 122508</u> | <u>\$59.12</u> |
|   | <u>vi. 511 Tactical 100% Cotton Pique Professional</u>        | <u>511 Tactical 41060</u>    | <u>\$66.48</u> |
|   | <u>vii. 511 Tactical Jersey knit cotton polo Womens</u>       | <u>511 Tactical 61164</u>    | <u>\$69.34</u> |
| 5 | <u>Non-Sworn Shirt w/Pocket</u>                               |                              |                |
|   | <u>5a.Non-Sworn Shirt with Screen Front and Billboard</u>     |                              |                |
|   | <u>i. 511 Tactical Jersey Short Sleeve Polo</u>               | <u>71182</u>                 | <u>\$55.92</u> |
|   | <u>ii. Cornerstone Select Short Sleeve Snag Proof Polo</u>    | <u>CS412P</u>                | <u>\$38.32</u> |
|   | <u>iii. Port Authority Silk Touch Short Sleeve Polo</u>       | <u>K500P</u>                 | <u>\$30.32</u> |
|   | <u>iv. Port &amp; Company Essential Tee</u>                   | <u>PC61</u>                  | <u>\$17.39</u> |
|   | <u>v. Port &amp; Company Essential Long Sleeve Pocket Tee</u> | <u>LPC61LSP</u>              | <u>\$23.30</u> |
| 6 | <u>Non-Sworn Shirt w/o Pocket</u>                             |                              |                |
|   | <u>6a. Non-Sworn shirt with Screen Front and Billboard</u>    |                              |                |
|   | <u>i. 511 Tactical Jersey Short Sleeve Polo</u>               | <u>71182</u>                 | <u>\$55.92</u> |
|   | <u>ii. Cornerstone Select Short Sleeve Snag Proof Polo</u>    | <u>CS412</u>                 | <u>\$36.65</u> |

|           |                                                                                 |                              |                 |
|-----------|---------------------------------------------------------------------------------|------------------------------|-----------------|
|           | <u>iii. Port Authority Silk Touch Short Sleeve Polo</u>                         | <u>K500</u>                  | <u>\$28.32</u>  |
|           | <u>iv. Port &amp; Company Ladies Essential Tee</u>                              | <u>LPC61</u>                 | <u>\$17.25</u>  |
| <u>7</u>  | <u>T-shirt w/Pocket – LS</u>                                                    |                              |                 |
|           | <u>7a. T-Shirt with Screen Front and Billboard</u>                              |                              |                 |
|           | <u>i. 511 Tactical Professional Long Sleeve T-Shirt</u>                         | <u>72318</u>                 | <u>\$39.67</u>  |
|           | <u>ii. Port Authority Essential T-shirt</u>                                     | <u>PC61LSP</u>               | <u>\$22.67</u>  |
|           | <u>iii. First Tactical Mens Longsleeve T-shirt</u>                              | <u>First Tactical 111505</u> | <u>\$34.55</u>  |
|           | <u>iv. First Tactical Womens Longsleeve T-Shirt</u>                             | <u>First Tactical 121505</u> | <u>\$34.55</u>  |
| <u>8</u>  | <u>T-shirt w/Pocket – SS</u>                                                    |                              |                 |
|           | <u>8a. T-Shirt with Screen Front and Billboard</u>                              |                              |                 |
|           | <u>i. 511 Tactical Professional Pocketed T-shirt</u>                            | <u>71307</u>                 | <u>\$35.43</u>  |
|           | <u>ii. Port Authority Essential Pocket Tee</u>                                  | <u>PC61P</u>                 | <u>\$21.83</u>  |
|           | <u>iii. 511 Professional Short Sleeve t-Shirt</u>                               | <u>511 Tactical 71309</u>    | <u>\$34.85</u>  |
|           | <u>iv. First Tactical Mens short sleeve t-shirt</u>                             | <u>First Tactical 112501</u> | <u>\$30.23</u>  |
|           | <u>v. First Tactical Womens short sleeve t-shirt</u>                            | <u>First Tactical 122501</u> | <u>\$30.23</u>  |
|           | <u>vi. First Tactical Mens short sleeve t-shirt</u>                             | <u>First Tactical 112501</u> | <u>\$30.23</u>  |
|           | <u>vii. Blauer Tri blend t-shirt</u>                                            | <u>Blauer 8310</u>           | <u>\$28.85</u>  |
| <u>9</u>  | <u>Sweatshirt – Pullover</u>                                                    |                              |                 |
|           | <u>9a. Sweatshirt Pullover with Screen Front and Billboard</u>                  |                              |                 |
|           | <u>i. Sport Tek Super Heavyweight Crew Neck</u>                                 | <u>F280</u>                  | <u>\$49.98</u>  |
|           | <u>ii. Port Authority Essential Fleece Crew Neck</u>                            | <u>PC90</u>                  | <u>\$25.33</u>  |
|           | <u>iii. Jerzees 8oz. 1/4 zip Cadet Collar Sweatshirt</u>                        | <u>Jerzees 995M</u>          | <u>\$28.50</u>  |
|           | <u>iv. Port and Company full zipper hooded pullover</u>                         | <u>PC PC90ZH</u>             | <u>\$36.05</u>  |
| <u>10</u> | <u>Sweatshirt – Hooded, Zip</u>                                                 |                              |                 |
|           | <u>10a. Sweatshirt Hooded Zip with Screen Front and Billboard</u>               |                              |                 |
|           | <u>i. Sport Tek Super Heavyweight Zip Up</u>                                    | <u>F282</u>                  | <u>\$55.82</u>  |
|           | <u>ii. Port Authority Essential Fleece Zip Up</u>                               | <u>PC90ZH</u>                | <u>\$39.97</u>  |
|           | <u>v. Cornerstone Heavyweight full zip hooded sweatshirt</u>                    | <u>CS620</u>                 | <u>\$56.20</u>  |
| <u>11</u> | <u>Job Shirt</u>                                                                |                              |                 |
|           | <u>11a. Job Shirt with Embroidered Logo, Embroidered Name and Sleeve Screen</u> |                              |                 |
|           | <u>i. 511 Tactical 1/4 Zip Job Shirt</u>                                        | <u>72314</u>                 | <u>\$79.26</u>  |
|           | <u>ii. Tact Squad 1/4 Zip Job Shirt</u>                                         | <u>2005</u>                  | <u>\$66.97</u>  |
|           | <u>iii. First Tactical Mens 1/4 zip job shirt</u>                               | <u>First Tactical 118507</u> | <u>\$102.82</u> |

|           |                                                                  |                              |                 |
|-----------|------------------------------------------------------------------|------------------------------|-----------------|
|           | <u>iv. First Tactical Womens 1/4 zip job shirt</u>               | <u>First Tactical 128507</u> | <u>\$102.82</u> |
|           | <u>v. Blauer job shirt</u>                                       | <u>Blauer 4630X</u>          | <u>\$115.53</u> |
| <u>12</u> | <u>Station Pants</u>                                             |                              |                 |
|           | <u>i. 511 Tactical Company Pant 2.0</u>                          | <u>74508</u>                 | <u>\$59.11</u>  |
|           | <u>ii. 511 Tactical Company Cargo Pant 2.0</u>                   | <u>74509</u>                 | <u>\$63.00</u>  |
|           | <u>iii. 511 Tactical Womens Company Pant 2.0</u>                 | <u>64435</u>                 | <u>\$59.11</u>  |
|           | <u>iv. 511 Tactical Womens Company Cargo Pant 2.0</u>            | <u>64436</u>                 | <u>\$63.00</u>  |
|           | <u>v. 511 Tactical Womens Tactical Pant</u>                      | <u>511 Tactical 64358</u>    | <u>\$48.59</u>  |
|           | <u>vi. 511 Tactical Womens Taclite Pro Pant</u>                  | <u>511 Tactical 64360</u>    | <u>\$48.59</u>  |
|           | <u>vii. 511 Tactical Womens Taclite EMS pants</u>                | <u>511 Tactical 64369</u>    | <u>\$57.23</u>  |
|           | <u>viii. 511 Tactical Womens Stryke pant</u>                     | <u>511 Tactical 64386</u>    | <u>\$69.05</u>  |
|           | <u>ix. 511 Tactical Mens Tactical Cotton pant</u>                | <u>511 Tactical 74251</u>    | <u>\$50.51</u>  |
|           | <u>x. 511 Tactical Mens Taclite EMS Pant</u>                     | <u>511 Tactical 74363</u>    | <u>\$57.23</u>  |
|           | <u>xi. 511 Tactical Mens Stryke Pant w/ Flex Tac</u>             | <u>511 Tactical 74369</u>    | <u>\$69.05</u>  |
|           | <u>xii. 511 Tactical Stryke PDU pant Class A</u>                 | <u>511 Tactical 74426</u>    | <u>\$70.33</u>  |
|           | <u>xiii. 511 Tactical Apex Pants</u>                             | <u>511 Tactical 74434</u>    | <u>\$69.05</u>  |
|           | <u>xiv. First Tactical Mens Pant</u>                             | <u>First Tactical 114024</u> | <u>\$52.55</u>  |
|           | <u>xv. First Tactical Womens Pant</u>                            | <u>First Tactical 124024</u> | <u>\$52.55</u>  |
|           | <u>xvi. First Tactical Mens Cargo pant</u>                       | <u>First Tactical 114030</u> | <u>\$52.55</u>  |
|           | <u>xvii. First Tactical Womens Cargo pant</u>                    | <u>First Tactical 124030</u> | <u>\$52.55</u>  |
|           | <u>xviii. First Tactical Mens Pro Duty Pant</u>                  | <u>First Tactical 114018</u> | <u>\$56.65</u>  |
|           | <u>xix. First Tactical Womens Defender pant</u>                  | <u>First Tactical 114002</u> | <u>\$144.57</u> |
| <u>13</u> | <u>Station Shorts</u>                                            |                              |                 |
|           | <u>i. 511 Tactical Taclite EMS Short 11"</u>                     | <u>73309</u>                 | <u>\$48.91</u>  |
|           | <u>ii. Propper Mens BDU Short</u>                                | <u>F5261</u>                 | <u>\$23.32</u>  |
|           | <u>iii. First Tactical Mens Station Shorts</u>                   | <u>First Tactical 115005</u> | <u>\$43.80</u>  |
|           | <u>iv. First Tactical Womens Station Shorts</u>                  | <u>First Tactical 125005</u> | <u>\$43.80</u>  |
| <u>14</u> | <u>Cargo Shorts</u>                                              |                              |                 |
|           | <u>i. 511 Tactical 9" Cotton Canvas Short</u>                    | <u>73285</u>                 | <u>\$51.05</u>  |
|           | <u>ii. 511 Tactical Taclite 9.5" Pro Ripstop Short</u>           | <u>73287</u>                 | <u>\$48.22</u>  |
| <u>15</u> | <u>Pant – Regular Cut, Regular Cut Jean, or Western Cut Jean</u> |                              |                 |
|           | <u>i. Workrite Mens Classic Firefighter Pant</u>                 | <u>FP50</u>                  | <u>\$135.50</u> |
|           | <u>ii. Workrite Mens Classic Firefighter Pant Full cut</u>       | <u>FP52</u>                  | <u>\$140.24</u> |
|           | <u>iii. Lion Nomex IIIA Uniform Pants</u>                        | <u>2106</u>                  | <u>\$156.41</u> |

|           |                                                            |                              |                 |
|-----------|------------------------------------------------------------|------------------------------|-----------------|
| <u>16</u> | <u>PT Sweatpants</u>                                       |                              |                 |
|           | <u>16a. PT Sweatpants with 1 Screen imprint</u>            |                              |                 |
|           | <u>i. Sport Tek Open Bottom Sweatpant</u>                  | <u>ST257</u>                 | <u>\$33.33</u>  |
|           | <u>ii. District Womens perfect tri jogger - Substitute</u> | <u>DT1310</u>                | <u>\$26.95</u>  |
| <u>17</u> | <u>PT Shorts</u>                                           |                              |                 |
|           | <u>17a. PT Shorts with 1 Screen Imprint</u>                |                              |                 |
|           | <u>i. 511 Tactical Utility PT 10.5" Shorts</u>             | <u>43061</u>                 | <u>\$40.80</u>  |
|           | <u>ii. Sport Tek PosiCharge Position Short</u>             | <u>ST575</u>                 | <u>\$20.82</u>  |
|           | <u>iii. Sport Tek Posi Charge Short</u>                    | <u>ST312</u>                 | <u>\$26.08</u>  |
|           | <u>iv. 511 Tactical PT-R Forged Knit Short</u>             | <u>511 Tactical 82412</u>    | <u>\$51.52</u>  |
| <u>18</u> | <u>Ball Cap</u>                                            |                              |                 |
|           | <u>i. Flex Fit with Front Embroidery</u>                   | <u>6277</u>                  | <u>\$19.52</u>  |
|           | <u>ii. Flex Fit with Front and Back Embroidery</u>         | <u>6277</u>                  | <u>\$27.52</u>  |
|           | <u>iii. SnapBack Trucker hat with Front Embroidery</u>     | <u>CS811</u>                 | <u>\$20.10</u>  |
|           | <u>iv. Navy Boonie Hat with Front Embroidery</u>           | <u>C947</u>                  | <u>\$29.51</u>  |
| <u>19</u> | <u>Belts</u>                                               |                              |                 |
|           | <u>i. 511 Tactical 1.5" ARC Leather Belt</u>               | <u>59493</u>                 | <u>\$47.13</u>  |
|           | <u>ii. 511 Tactical 1.5" Basketweave Leather Belt</u>      | <u>59503</u>                 | <u>\$38.03</u>  |
|           | <u>iii. Chambers Plain or Basketweave 1.5 in. Belt</u>     | <u>6010</u>                  | <u>\$21.99</u>  |
|           | <u>iv. First Tactical BDU Belt</u>                         | <u>First Tactical 143001</u> | <u>\$18.12</u>  |
|           | <u>v. First Tactical Tactical Belt</u>                     | <u>First Tactical 143009</u> | <u>\$39.70</u>  |
|           | <u>vi. 511 Tactical Trainer Belt</u>                       | <u>511 Tactical 59409</u>    | <u>\$39.00</u>  |
|           | <u>vii. Blauer Warden Belt</u>                             | <u>Blauer B006</u>           | <u>\$26.89</u>  |
|           | <u>viii. Blauer Leather Defender belt</u>                  | <u>Blauer B011</u>           | <u>\$64.39</u>  |
| <u>20</u> | <u>Jackets or Winter Coat</u>                              |                              |                 |
|           | <u>i. 511 Tactical Sabre Jacket</u>                        | <u>48112</u>                 | <u>\$210.60</u> |
|           | <u>ii. 511 Tactical Cameleon Jacket</u>                    | <u>48373</u>                 | <u>\$110.71</u> |
|           | <u>iii. 511 Tactical Double Duty Jacket</u>                | <u>48096</u>                 | <u>\$118.51</u> |
|           | <u>iv. 511 Tactical Responder Parka</u>                    | <u>48063</u>                 | <u>\$234.97</u> |
|           | <u>v. 511 Tactical Packable Jacket</u>                     | <u>511 Tactical 48035</u>    | <u>\$41.89</u>  |
|           | <u>vi. First Tactical mens Soft Shell</u>                  | <u>First Tactical 118503</u> | <u>\$116.47</u> |
|           | <u>vii. First Tactical womens Soft Shell</u>               | <u>First Tactical 128503</u> | <u>\$116.47</u> |
|           | <u>viii. First Tactical Mens Soft Shell pull over</u>      | <u>First Tactical 118508</u> | <u>\$90.59</u>  |
|           | <u>ix. First Tactical Womens Soft Shell pull over</u>      | <u>First Tactical 128508</u> | <u>\$90.59</u>  |

|           |                                                                     |                              |                 |
|-----------|---------------------------------------------------------------------|------------------------------|-----------------|
|           | <u>x. 511 Tactical Fleece 2.0</u>                                   | <u>511 Tactical 78026</u>    | <u>\$92.39</u>  |
|           | <u>xi. Port Authority Collective Tech Soft Shell Jacket</u>         | <u>PA J921</u>               | <u>\$39.74</u>  |
|           | <u>xii. Port Authority Ladies Collective Tech Soft Shell Jacket</u> | <u>PA L921</u>               | <u>\$39.74</u>  |
|           | <u>xiii. First Tactical Pack-it Jacket</u>                          | <u>First Tactical 118509</u> | <u>\$51.76</u>  |
|           | <u>xiv. Blauer Soft Shell Pull over</u>                             | <u>Blauer 4605</u>           | <u>\$84.47</u>  |
|           | <u>xv. Blauer Soft Shell Fleece Jacket</u>                          | <u>Blauer 4660</u>           | <u>\$149.24</u> |
| <u>21</u> | <u>Dress Blue Shirt</u>                                             |                              |                 |
|           | <u>i. Elbeco Express Short Sleeve Dress Shirt</u>                   | <u>CA03</u>                  | <u>\$37.25</u>  |
|           | <u>ii. Flying Cross Mens Transit Light Blue Shirt</u>               | <u>F1 74A48</u>              | <u>\$43.99</u>  |
|           | <u>iii. Flying Cross Class A navy shirt Long Sleeve BDU</u>         | <u>FC 35R5886</u>            | <u>\$76.21</u>  |
|           | <u>iv. Blauer White Dress Shirt</u>                                 | <u>Blauer 8670</u>           | <u>\$78.45</u>  |
|           | <u>v. Port Authority Long Sleeve Easy Care Shirt</u>                | <u>PA S608</u>               | <u>\$21.46</u>  |
|           | <u>vi. Port Authority Long Sleeve Ladies Easy Care Shirt</u>        | <u>PA L608</u>               | <u>\$21.46</u>  |
|           | <u>vii. Flying Cross White Shirt</u>                                | <u>FC 28A54</u>              | <u>\$52.07</u>  |
| <u>22</u> | <u>Dress Pants</u>                                                  |                              |                 |
|           | <u>i. Flying Cross Poly/Wool Service Dress Blue Pants</u>           | <u>28P8696</u>               | <u>\$112.59</u> |
|           | <u>ii. Flying Cross Valor Class A Pant</u>                          | <u>FC F1-47400</u>           | <u>\$74.57</u>  |
|           | <u>iii. Flying Cross Womens Valor Pant</u>                          | <u>FC F1-47400W-86</u>       | <u>\$74.57</u>  |
| <u>23</u> | <u>Dress Skirt</u>                                                  |                              |                 |
|           | <u>i. Flying Cross 100% Poly Skirt</u>                              | <u>38033</u>                 | <u>\$58.10</u>  |
| <u>24</u> | <u>Dress Uniform Coat</u>                                           |                              |                 |
|           | <u>i. Flying Cross Poly/Wool Service Dress Coat</u>                 | <u>17B8696C</u>              | <u>\$327.19</u> |
|           | <u>24b. Dress Coat Alterations</u>                                  |                              |                 |
|           | <u>i. Dress Coat Alterations Open and Close</u>                     | <u>Alterations</u>           | <u>\$35.00</u>  |
|           | <u>ii. Add Rank Piping</u>                                          | <u>Alterations</u>           | <u>\$10 ea.</u> |
|           | <u>iii. Add Maltese Crosses</u>                                     | <u>Alterations</u>           | <u>\$5.00</u>   |
|           | <u>iv. Embroider Maltese Crosses</u>                                | <u>Alterations</u>           | <u>\$8.00</u>   |
|           | <u>v. Change Buttons</u>                                            | <u>Alterations</u>           | <u>\$16.00</u>  |
|           | <u>vi. Patch Sewings</u>                                            | <u>Alterations</u>           | <u>\$4.00</u>   |
| <u>25</u> | <u>Dress Uniform Hat</u>                                            |                              |                 |
|           | <u>i. Keystone Uniform Dress Cap</u>                                | <u>R-13</u>                  | <u>\$56.67</u>  |
| <u>26</u> | <u>Dress Shoes</u>                                                  |                              |                 |
|           | <u>i. Bates Mens High Gloss Duty Oxford</u>                         | <u>22141</u>                 | <u>\$71.67</u>  |

|           |                                                         |                              |                 |
|-----------|---------------------------------------------------------|------------------------------|-----------------|
|           | <u>ii. Tact Squad S200 Hi-Gloss Uniform Oxford Shoe</u> | <u>S200</u>                  | <u>\$59.99</u>  |
|           | <u>iii. Bates Leather Sole Corofram Shoes</u>           | <u>Bates E00007</u>          | <u>\$149.99</u> |
| <u>27</u> | <u>Ties</u>                                             |                              |                 |
|           | <u>i. Samuel Broome</u>                                 | <u>90087BK</u>               | <u>\$9.00</u>   |
| <u>28</u> | <u>Brass Collar Set</u>                                 |                              |                 |
|           | <u>i. Blackinton Two Linked Bugles</u>                  | <u>I51</u>                   | <u>\$7.80</u>   |
|           | <u>ii. Blackinton Two Crossed Bugles</u>                | <u>I52</u>                   | <u>\$7.80</u>   |
|           | <u>iii. Blackinton Three Crossed Bugles</u>             | <u>I53</u>                   | <u>\$7.80</u>   |
|           | <u>iv. Blackinton Four Crossed Bugles</u>               | <u>I54</u>                   | <u>\$7.80</u>   |
|           | <u>v. Blackinton Five Crossed Bugles</u>                | <u>I55</u>                   | <u>\$7.80</u>   |
| <u>29</u> | <u>Engraved Name Tags</u>                               |                              |                 |
|           | <u>i. Ace Uniforms Standard Name Plate</u>              | <u>106902/106901</u>         | <u>\$12.00</u>  |
|           | <u>ii. Blackinton Quality Namebar</u>                   | <u>I Bar</u>                 | <u>\$15.80</u>  |
|           | <u>iii. Service Since Namebar attached</u>              | <u>B1693</u>                 | <u>\$18.99</u>  |
| <u>31</u> | <u>Knit/Beanie Caps</u>                                 |                              |                 |
|           | <u>i. First Tactical Beanie</u>                         | <u>First Tactical 142074</u> | <u>\$22.71</u>  |
|           | <u>ii. 511 Tactical Watch Cap</u>                       | <u>511 Tactical 89250</u>    | <u>\$14.07</u>  |
|           | <u>iii. Port &amp; Co. Knit Skull Cap</u>               | <u>PC CP94</u>               | <u>\$3.99</u>   |
| <u>32</u> | <u>Accessories (Please See Brands on Discount Page)</u> |                              |                 |
|           |                                                         |                              |                 |

Additional items that will be offered at discount:

| <b>Manufacturer</b> | <b>Discount % from Current Manufacturers List</b> | <b>Price list Publication Date</b> |
|---------------------|---------------------------------------------------|------------------------------------|
| 511 Tactical        | -11%                                              | 2022 or most current Price List    |
| First Tactical      | -11%                                              | 2022 or most current Price List    |
| Blauer              | -11%                                              | 2022 or most current Price List    |
| Flying Cross        | -11%                                              | 2022 or most current Price List    |
| Elbeco              | -11%                                              | 2022 or most current Price List    |
| Workwrite           | -11%                                              | 2022 or most current Price List    |
| San Mar             | -16%                                              | 2022 or most current Price List    |
| Bates               | -11%                                              | 2022 or most current Price List    |
| Haix                | -11%                                              | 2022 or most current Price List    |
| Danner Boots        | -11%                                              | 2022 or most current Price List    |
| Southwest Boot      | -11%                                              | 2022 or most current Price List    |
| Blackinton          | -11%                                              | 2022 or most current Price List    |
| Maxtac's            | -11%                                              | 2022 or most current Price List    |
| Blue Force Gear     | -11%                                              | 2022 or most current Price List    |
| Streamlight         | -16%                                              | 2022 or most current Price List    |
| Nightstick          | -16%                                              | 2022 or most current Price List    |
| Leatherman          | -16%                                              | 2022 or most current Price List    |
| Spyderco            | -11%                                              | 2022 or most current Price List    |
| Kershaw             | -11%                                              | 2022 or most current Price List    |
| Tasmanian Tiger     | -11%                                              | 2022 or most current Price List    |
| Condor              | -11%                                              | 2022 or most current Price List    |
| Premier Mfg         | -14%                                              | 2022 or most current Price List    |
| Gatorz              | -14%                                              | 2022 or most current Price List    |
| Spy                 | -14%                                              | 2022 or most current Price List    |
| Bolle               | -14%                                              | 2022 or most current Price List    |
| Revision            | -14%                                              | 2022 or most current Price List    |
| Gloves - Mechanix   | -14%                                              | 2022 or most current Price List    |

## **EXHIBIT C TO AGREEMENT INSURANCE**

### **INSURANCE**

#### General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or

broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*  
*Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
  - 1. The Contractor's insurance must contain broad form contractual liability coverage.
  - 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
  - 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
  - 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
  - 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial

General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT  
SPECIAL CONDITIONS**

**NONE**