



City of Palo Alto

City Council Staff Report

(ID # 9267)

Report Type: Consent Calendar

Meeting Date: 6/25/2018

Summary Title: Approval of Police/Fire/Park Ranger Uniform Contract

Title: Approval of a Contract With Summit Uniforms for Five-years for a Maximum Compensation Amount Not-to-Exceed \$520,000 (\$104,000/Year) for the Purchase of Police, Fire, and Park Ranger Uniforms and Related Equipment

From: City Manager

Lead Department: Police

Recommendation

Approve and authorize the City Manager or his designee to enter into a contract with Summit Uniforms for five years for an amount not-to-exceed \$104,000 per year and a not-to-exceed maximum compensation of \$520,000 for the purchase of Police, Fire, and Park Ranger uniforms and related equipment.

Discussion

The City is responsible for collectively outfitting Police, Fire, and Park Ranger personnel with uniforms and related apparel and equipment. Summit Uniforms has been the City's sole provider of police and fire uniforms and police equipment for nearly 30 years. The City has an existing contract (#14149903) with Summit Corporation for police, fire and park ranger uniforms which expires in June 2018. The intent is to create a new uniform contract that will continue to cover police, fire and park ranger personnel. The price lists for each personnel group are attached. Staff anticipates minimal changes in these lists for the duration of the agreement.

Summit Corporation's most recent contract has been with the City since 2013, and Summit has been selected by the Police and Fire Departments for the new contract. In 2013, and to this day, there are no other vendors in Santa Clara County or San Mateo County offering the complete range of uniforms and equipment needed for daily operations. Staff conducted research to identify other possible vendors and was unable to find a vendor in the surrounding area that offered the entire list of required uniforms and equipment.

Staff recommends entering into a single source contract with Summit Corporation pursuant to PAMC 2.30.360 (d) - Contracts for goods, wholesale commodities and services, general

services or professional services available from only one source, where the Procurement Officer has determined, in writing, there is no adequate substitute or equivalent provider. Examples of acceptable sole source acquisitions or purchases may include, without limitation: equipment or services for equipment, for which there is no comparable competitive product or service except that provided by the equipment manufacturer, distributor or dealer; proprietary products sold directly by the manufacturer; a component or replacement part, for which there is no commercially available substitute and which can be obtained only from the manufacturer; goods where there is only one authorized distributor in the area; and goods where compatibility with goods in use by the city is an overriding consideration.

Summit is the only local resource that offers uniforms, tailoring, and equipment to meet all of the City's Public Safety requirements (police, fire, park rangers, community service officers, animal services, and support services staff). In addition, Summit is the only local, storefront provider that offers a number of other services required by the City through their contract such as personalized fitting to ensure uniforms fit properly with associated equipment like ballistic vests (other vendors typically charge per piece). Palo Alto Public Safety personnel require a convenient storefront location for fittings and uniform pick-up/drop-off.

Summit has specific knowledge of the City's requirements, has experience with all of the City's Public Safety uniforms, related equipment, custom embroidery, logos etc. Summit has been a reliable business partner for many years. When the Police and Fire Departments issued a request for proposal eight years ago, Summit submitted the only response and continues to be the only viable solution.

Resource Impact

The annual cost for police, fire, and ranger uniforms and related equipment is budgeted for in the Departments' operating budgets. The proposed contract amount does not represent an increase from prior years as costs have remained relatively consistent in recent years.

Policy Implications

The recommendations in this report do not represent a change in City policies.

Environmental Review

The recommendations in this report do not constitute a project requiring review under the California Environmental Quality Act (CEQA).

Attachments:

- ATTACHMENT A - C19172451 Summit Uniform

ATTACHMENT A

CITY OF PALO ALTO CONTRACT NO. C19172451

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 18th day of June, 2018, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”)**, and **SUMMIT UNIFORMS, a California corporation, located at 545-A Meridian Avenue, San Jose, CA 95126, Telephone Number: (408)293-8633 (“CONTRACTOR”)**. In consideration of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A.

2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “A-1” – On-Call Task Order (Optional)
- “B” - Schedule of Performance
- “C” – Schedule of Fees
- “D” - Insurance Requirements
- “E” - Performance and/or Payment Bond
- “F” - Liquidated Damages (Optional)

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. TERM.

The term of this Agreement is from July 1, 2018 to June 30, 2023 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

The total maximum lump sum compensation of _____ dollars (\$) _____);

OR

- The sum of _____ dollars (\$ _____) per hour, not to exceed a total maximum compensation amount of _____ dollars (\$ _____); **OR**
- A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of One Hundred Four Thousand dollars per year (\$104,000/year) for a not to exceed maximum compensation amount of Five Hundred Twenty Thousand dollars (\$520,000) for all five years.

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- CITY has set aside the sum of _____ dollars (\$ _____) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most

immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS". For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix __ Claims for Public Contract Code Section 9204 Public Works Projects".

This project is a 9204 Public Works Project and is required to comply with the claims procedures set forth in Appendix __, attached hereto and incorporated herein.

OR

This project is not a 9204 Public Works Project.

8. INVOICING. Send all invoices to CITY, Attention: Project Manager. The Project Manager for Police is: Michael Dougherty, Dept.: Police, Telephone: (650)329-2346. The Project Manager for Fire: AnaBella Gonzalez, Dept.: Fire, Telephone: (650)617-3179. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE. CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.

- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.

- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the

right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.

T. CONFLICT OF INTEREST. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.

U. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of California.

V. ENTIRE AGREEMENT. This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

W. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-

sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

This Project is not subject to prevailing wages. CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than \$25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

OR

Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections

1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

[For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager or designee

Approved as to form:

City Attorney or designee

SUMMIT UNIFORMS

First Officer

By _____

Name _____

Title _____

DocuSigned by:

Patrick Earnshaw

3108548CF4154B7...

Patrick Earnshaw

owner

Second Officer

By _____

Name _____

Title _____

DocuSigned by:

Patricia Foster

259EDBD5A1BE4E3...

Patricia Foster

owner

**EXHIBIT A
SCOPE OF SERVICES**

CONTRACTOR shall provide new uniforms, accessories and alterations for the City of Palo Alto’s Public Safety Personnel.

The City is responsible for outfitting their Police, Fire, and Park Ranger personnel with uniforms and related apparel and equipment. The price lists for each personnel group are attached and staff anticipates minimal changes in these lists for the duration of the agreement.

CONTRACTOR shall provide uniform needs including tailoring and equipment to meet all requirements for police, fire, park rangers, community service officers, animal services, and support services staff.

There are approximately 270 Public Safety employees who will be replacing uniforms on an as-needed basis. These include:

- sworn police officers
 - community service officers
 - animal control officers
 - traffic/parking enforcement officers
 - support services staff
 - Other – Park Rangers
- Fire Chief
 - Deputy Chief
 - Batt. Chief
 - Captains
 - EMS Technologists

Newly-hired personnel will require a complete set of the uniform.

Authorization Form

Employees will come to the store to select products and/or to be fitted. Each employee must bring an authorization form signed by an authorized person. Vendor must not accept orders without this authorization form. No phone orders are allowed unless they are placed by the authorized person. The City will supply the selected vendor with list of authorized persons.

General Specifications

1. CONTRACTOR must operate a full-time retail store within 25 miles of Palo Alto.
2. The store must be open a minimum of 5 days a week from 1000-1700 hours.
3. The store must have a staff of employees which includes the following:
 - A minimum of one full time tailor on location.
 - A minimum of one person working at the store in a customer service capacity at all times.
 - A main (single point of contact) person who is knowledgeable and familiar with police equipment and uniforms.
 - The contact person shall be available at least four days (excluding holidays and normal vacation) a week for questions.
4. **An alteration turnaround time on all orders of a maximum of 7 days.**

5. Current vendor contacts in the police equipment and uniform business and the ability to provide a representative's name from each below listed company for a reference check limited to customer service questions only.

Blauer	Sinatra	Danner
Flying Cross	Propper	Carolina
Danner	Fecheimer	Loden
Uncle Mike's	All-American	Nomex
Dutyman	Redback	Horace Small
American Body Armor (Armor Holdings)	Thorogood	Spiewak
	Elbeco	Hi-Tech
	Lancaster	Boston Leather

6. The ability to loan products on a "demo" basis.
7. Emergency (same day or next day) alterations/outfitting for special occasions, funerals and new officers.
8. CONTRACTOR shall provide one employee with a minimum of one year of experience fitting officers for ballistic vests.

Alterations – CONTRACTOR is required to submit the alteration price sheet specifying whether the charges are included in the original item price or if the charges are additional. Any pricing that is not submitted shall be assumed to be included in the purchase price.

Online Ordering – CONTRACTOR shall provide online ordering option to order product online.

Availability – All items must be a stocked item available in sizes S-XL at the time of purchase.

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services on an as needed basis.

EXHIBIT C
SCHEDULE OF FEES

CITY shall pay CONTRACTOR according to the following fee schedule. The maximum amount of compensation to be paid to Contractor, including both payment for services and reimbursable expenses, shall not exceed One Hundred Four Thousand dollars per year (\$104,000/year) and a not to exceed maximum compensation amount of Five Hundred Twenty Thousand dollars (\$520,000) for all five years Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

POLICE

ITEM #	ITEM	MANUFACTURER	PRICE
UNIFORMS			
149	Wool Pant	Fechheimer #32289	\$99.00
817	Poly Lycra Pant	Fechheimer #39489	\$79.00
104	L/S Wool w/ silver P's on epps	Elbeco #437	\$99.00
105	S/S Wool w/ silver P's on epps	Elbeco #4237	\$89.00
	L/S Heavy Wool w/ P's Epps	Elbeco #Z4797	\$119.00
	S/S Heavy Wool W/ P's Epps	Elbeco #Z4777	\$109.00
1760	L/S Poly Lyrca Shirt	Flying Cross #48W3986	\$69.00
1761	S/S Poly Lyrca Shirt	Flying Cross #98R3986	\$59.00
1762	Womens L/S Poly Lyrca Shirt	Flying Cross #204W3986	\$69.00
1763	Womens S/S Poly Lyrca Shirt	Flying Cross #254R3986	\$59.00
447	Lt. Blue L/S W/W Shirt	Flying Cross #45W6625	\$69.00
581	Lt. Blue S/S W/W Shirt	Flying Cross #95R6625	\$59.00
849	Ladies Lt. Blue L/S W/W Shirt	Flying Cross #102W6625	\$69.00
848	Ladies Lt. Blue S/S W/W Shirt	Flying Cross #152R6625	\$59.00
	Vest Polo's -ArmorSkin S/S	Blauer #8472	\$59.00
	Vest Polo's -ArmorSkin L/S	Baluer #8471	\$69.00
429	Ike Jacket - Wool	Sinatra - Zipper Front	\$289.00
1179	Field Jacket - Navy - Both	Blauer #9820-60	\$319.00
159	Dress Hat - single w/ silver band	Midway	\$99.00
509	Felt Hat - Seville Blue	Statton F40 single post	\$139.00
	Baseball hat w/ Patch	Richardson	\$18.00
1215	Black Tie	S. Broome	\$7.00
584	Mock Turtleneck - Navy	Blauer #8110	\$39.00
1764	Rain Pant - Dark Navy	5.11 #48057	\$119.00
1205	BDU Pants - Navy	Blauer #8810	\$74.00
1155	L/S Shirt	Elbeco #878	\$44.00
1152	S/S Shirt	Elbeco #868	\$39.00

613	L/S BDU Shirt - Navy	Blauer#8703	\$54.00
1780	S/S BDU Shirt - Navy	Blauer#8713	\$54.00
1781	Navy Bike Pants	Mocean	\$89.00
224	Bike Shorts - Navy	Blauer #8841-1	\$69.00
121	Polo S/S or L/S - Navy w/star patch	Blauer #8130	\$59.00
	** Polo Shirts get embroidered name at Police Dept.		
1158	SWAT TDU Pant		\$54.00
1159	SWAT TDU Shirt	5.11	\$54.00
1755	Traffic Safety Vest	Blauer #339P with star	\$69.00

EQUIPMENT

809	Pant Belt	Boston Leather	\$24.00
	Keepers	Atco	\$4.00
138	Handcuffs	Peerless	\$32.00
188	Mk. III OC Spray	Def Tech	\$14.00
	Safariland Holster	S.Land #	\$159.00
192	Whistle	Acme	\$9.00
137	Name Tag for ike jacket	B500 silver/black	\$12.00
137	Name Tag for shirts	B169 silver/black	\$12.00
173	Cloth Nametag	Navy with Silver	\$8.00
	Tie Bar		\$7.00
	Tie Tac		\$7.00
	Summit Second Chance	SM01-3A with Spare Cover	\$849.00
57	Spare Cover	Second Chance	\$89.00

MOTOR OFFICERS

	Boots	All American	\$399.00
155	Breeches	United 10303	\$289.00
	Motor Helmet	Shoei	\$449.00

POLICE ACADEMY

		South Bay Academy	
634	Navy Pants	Fechheimer UD3900	\$49.00
976	L/S Shirt - Navy	Flying Cross #35W7886	\$49.00
419	Khaki Pants	Dickies	\$29.00
1081	L/S Shirt - Khaki	Dickies	\$29.00

EXPLORERS

634	Navy Pants	Fechheimer UD3900	\$49.00
1153	S/S Lt. Blue Poplin Shirt		\$39.00
	L/S Lt. Blue Poplin Shirt		\$44.00
	Left sleeve: dept patch with explorer rocker		\$3.00
	Right sleeve: round explorer patch		\$4.00

ANIMAL SERVICES UNIFORM

	Green Jacket	Blauer #6120	\$159.00
	Green Fleece Jacket	5.11 #48038	\$109.00
173	with cloth name tag - green with black, patches, badge tab		\$8.00
1205	BDU Pants	Blauer #8810	\$79.00
491	Green Jeans	Ben Davis	\$45.00
601	L/S Shirt - Tan W/W	Flying Cross #19W6604	\$69.00
600	S/S Shirt - Tan W/W	Flying Cross #69R6604	\$59.00

PARKING ENFORCEMENT / CSO's

	Navy Shorts	5.11 #73285	\$59.00
756	Navy BDU Pants	Blauer #8810	\$74.00

RECORDS

581	S/S Shirt - Lt. Blue	Flying Cross #95R6625	\$59.00
582	L/S Shirt - Lt. Blue	Flying Cross #45W6625	\$69.00
	Poly Lycra Pant - Navy	Fechheimer #39489	\$79.00
	Navy Sweater	SF Knitting	\$59.00

BIANCHI ACCUMOLD ELITE DUTY GEAR

	Covered Cuff Case Single	Bianchi #7900	\$32.00
	Double Magazine Pouch	Bianchi #7902	\$46.00
	Baton Holder	Bianchi #7904	\$11.00
	Belt Keepers - 4 Pack	Bianchi #7906	\$16.00
	Oc Spray Pouch	Bianchi #7907	\$32.00
	D-Cell Flashlight Holder	Bianchi #7909	\$10.00
	Univ. Radio Holder w/ Swivel	Bianchi #7914S	\$57.00
	Pager/Glove Pouch	Bianchi #7915	\$25.00
	Silent Key Holder	Bianchi #7916	\$25.00
	Double Cuff Case	Bianchi #7917	\$39.00
377	Adjustable Radio Holder	Bianchi #7923	\$48.00
378	Compact Light Holder	Bianchi #7926	\$16.00
380	Flat Glove Pouch	Bianchi #7928	\$25.00

	Open Cuff Case	Bianchi #7934	\$33.00
384	Duty Belt w/ Tri-release Buckle	Bianchi #7980	\$59.00
939	Velcro Pant Belt	Bianchi #7205	\$29.00
	Asp Baton	Motang	\$99.00
	Asp Baton Holder	Motang	\$44.00
	Zippers		\$12.00
	Hash Marks		\$2.00
	Chevron		\$6.00
	Custom Alterations		
	Take in Sides		\$15.00
	Shorten Sleeve		\$10.00
	Darts		\$15.00

OVERSIZE CHARGES APPLY
 PATCHES ARE THEIRS

Maybe Add:

Blauer BDU Pants (ripstop)	Blauer 8830	\$59.00
Blauer BDU L/S (ripstop)	Blauer 8730	\$59.00
Blauer BDU S/S (ripstop)	Blauer 8740	\$59.00
Blauer Liner Jacket (CSO'S)	Blauer 4660	\$139.00

FIRE

ITEM #	ITEM	MANUFACTURER	PRICE
427	16 oz. Wool Pants	Flying Cross	\$99.00
105	S/S Wool Shirt with zipper	Fech #70R9586	\$89.00
104	L/S Wool Shirt with zipper	Fech #20W9586	\$99.00
177	Zipper in New Shirt		\$15.00
968	S/S White Shirt	Elbeco # 867	\$39.00
421	L/S White Shirt	Elbeco # 877	\$44.00
	No patches on white shirts		
792	S/S Lt. Blue Shirt	Elbeco #868	\$39.00
	EMS Pant	Propper	\$59.00

1788	EMS Jacket	Flying Cross #99800CTX	\$279.00
	Patches, flag, name tag	Navy with white	
500	Duty Jacket- Navy	Blauer #6120	\$149.00
	Patches only		
457	Double Breasted Jacket	Fechheimer	\$369.00
544	Dress Hat - Navy	Hankin Brothers	\$99.00
608	Dress Hat - White	Hankin Brothers	\$109.00
1217	Metal Name Tag	Silver B500 Black	\$12.00
774	Station Boots	Redback #USBBK	\$159.00
1790	Steel Toe Boots	All American #401 or #100	\$189.00
1385	6" Safety Toe Shoe	Original SWAT #1180	\$59.00
1791	Steel Toe Boot - Stealth	Hi Tec #5310	\$129.00
1177	Wildland Boot	Danner #18102	\$349.00
	Wildland Boot	Thorogood #804-6037	\$169.00
1383	Zippers for boots	All American	\$14.00
115	Black Tie	Samuel Broome	\$7.00
595	Tie Bar	Vanguard	\$6.00
552	Maltese Cross	Blackington	\$10.00
1384	Collar Insignia- Button	Blackinton	\$20.00
	Collar Insignia- Cut Out	Blackinton- Silver	\$26.00
	Collar Insignia- Cut Out	Blackinton- Gold	\$28.00
1792	Pant Belt - B/W	Boston Leather	\$24.00
1382	Badge Holder	Dutyman	\$19.00
426	Shoulder Patches		\$8.00
682	Sleeve stripe		\$30.00
	Special Ops BDU Pants		
1058	Navy TDU Pants	5.11 #74003-724	\$54.00

CSD OPEN SPACE PARK RANGERS

Item	Annual Quantity	Price
Class A dress trousers Flying Cross or similar, wool/poly blend, forest green	1	\$99.00
Class B trousers Ben Davis brand green jeans, poly cotton blend	6	\$45.00
Class B trousers Blauer brand Street Gear side pocket trousers, model 8810, OD Green	4	\$79.00
Short-sleeved Shirt – Rangers Flying Cross brand tropical weave silver tan shirt with epaulets, pockets with pointed flaps, military pressed.	15	\$59.00
Long-sleeved Shirt - Rangers Flying Cross brand tropical weave silver tan shirt with epaulets, pockets with pointed flaps, military pressed.	15	\$69.00
Short-sleeved Shirt – Open Space Technicians Dickies brand khaki 65/35 poly/cotton shirts without epaulets, pockets with flaps.	8	\$25.00
Long-sleeved Shirt – Open Space Technicians Dickies brand khaki 65/35 poly/cotton shirts without epaulets, pockets with flaps.	8	\$29.00
Cold Weather Jacket Blauer brand parka or similar, O.D. Green with hood.	1	\$339.00
Uniform hat Stratton campaign style straw hat, tan with grommets in brim for hat strap.	1	\$99.00
Coveralls Dickies brand long sleeved coverall in O.D. Green.	4	\$45.00
Belt Black basket weave leather, 1 ½" to 1 ¾" wide with square chrome buckle.	2	\$28.00
Medical glove/CPR mask holder Single or double holder, black leather, basketweave finish.	2	\$24.00 glove holder
Key fob/holder Clip type or silent type, black leather, basketweave finish.	2	\$25.00 Key silent
Flashlight holder Fits Streamlight Stinger, Strion, or SL-20, black leather, basketweave finish.	2	\$16.00 Stinger / \$9.00 ring
Folding knife/multitool holder Single black leather basket weave magazine case.	2	\$16.00
Pepper spray holder: Pepper spray (MK 3 size) holder, black leather, basketweave finish	2	\$32.00