



POLICE DEPARTMENT

1460 Humboldt Road
Chico, CA 95928
<http://www.ci.chico.ca.us>



March 4, 2020

REQUEST FOR PROPOSAL
~ UNIFORMS FOR CHICO POLICE AND FIRE DEPARTMENTS ~

The City of Chico, California (City) is soliciting proposals from professionally qualified uniform vendors located in Chico, California for the provision of supplying uniforms for purchase by Chico Police Department sworn and non-sworn personnel and Chico Fire Department Firefighters. The anticipated number of Police and Fire personnel to be outfitted with uniforms is approximately 200.

SCOPE OF SERVICES

- A. Uniform Specifications: Specifications, including size requirements, color and styles are referenced on attached Attachment "A". The name brand specifications represented in Attachment A are intended to describe apparel of a certain quality with certain features. Proposals for other manufacturer's equivalent models of apparel will be considered. The vendor shall provide all stock sizes and/or custom sizes, including "non-standard" sizes. In addition, vendor shall supply stripes, hash marks and emblems for purchase. The vendor shall also provide embroidery services to include stars, lettering and other labels to garments, hats and other equipment.
- B. Uniform Measuring/Availability: Vendor shall be located in Chico, California to measure and fit personnel and have stock on hand for purchase. Due to the nature of police and fire business, and the timeliness of needing uniforms and uniform components, vendor must be available a minimum of five days a week. It is imperative that Police and Fire personnel have access to a local uniform vendor to quickly replace a damaged garment, if needed.
- C. Cost Structure: Using the Pricing Schedule provided in Attachment "B", submit pricing in the format presented. The Pricing Schedule includes a column to list pricing for add-ons; including but not limited to embroidery, patches, stripes, emblems and the installation onto garments. Proposed pricing must include alteration and/or tailoring costs and all other handling costs.
- D. Uniform Complement and Quantities: Orders shall be made on an as needed basis. No minimum order is guaranteed. Garments covered in this RFP shall be selected by Police and Fire personnel from the items but not limited to or exclusive to the items represented on the Pricing Schedule in Attachment B. If additional items are requested by the City, they will be priced using the vendor's same pricing multipliers that are used for similar item categories on the Pricing Schedule.
- E. Ordering, Pick-up and Payment: Personnel must be able to place orders by phone or in person at the vendor's location. Vendor shall keep a record of uniform items ordered by individual personnel, along with sizing requirements. Vendor shall have the ability for personnel to pay by credit card or provide an invoice to the City. When an order is complete, vendor shall notify appropriate personnel that their order is ready for pick-up.

Records
(530) 897-4910
Fax (530) 895-4994

Administration
(530) 897-4950
Fax (530) 895-4929

Detective Bureau
(530) 897-5820
Fax (530) 895-4639

Animal Control
(530) 897-4960
Fax (530) 895-4639

Animal Shelter
(530) 894-5630
Fax (530) 894-5338

Evidence
(530) 897-4930
Fax (530) 895-4994

PROPOSAL REQUIREMENTS

1. Introductory Cover Letter: Vendor shall include a brief description of the vendor and typical services provided by the business.
2. Contact Information: Company name and address, as well as the names, titles, telephone numbers, and e-mail addresses of individuals with legal authority to sign an agreement on behalf of the vendor.
3. Experience: Briefly describe experience delivering uniform services and years of experience as described in the RFP.
4. Pricing Information: Complete and return the Pricing Schedule provided in Attachment B in this RFP. Acknowledge your consent to adhere to the Scope of Services and sample Agreement outlined in this solicitation by signing the Pricing Schedule.
5. Agreement: The City expects to enter into a two-year Agreement with the awarded vendor with an option to extend the agreement. The anticipated terms and conditions of the Agreement are set forth in attached Attachment "C", consisting of 15 pages and incorporated herein by reference. However, the City may negotiate additional terms and conditions in the Agreement after award. The vendor shall understand and agree to the terms and conditions contained in the final Agreement.

SELECTION PROCESS

Primary regard will be given to the ability of the vendor as demonstrated in a response to this RFP. The City reserves the right, in its sole discretion, to reject any proposal which fails to meet the requirements outlined in this RFQ in any respect, to reject all proposals for any reason whatsoever and to waive minor irregularities in any proposals. Acceptance by the City of any proposals submitted pursuant to this RFP shall not constitute any implied intent to enter an Agreement. Vendor is solely responsible for all costs incurred responding to this RFP. Any award of an Agreement, if awarded, will be made to the vendor that is best qualified and responsive in the opinion of the City.

ADDITIONAL CONDITIONS

The successful vendor will negotiate in good faith with the City to determine the services to be provided and mutually acceptable terms and other provisions to be incorporated into an Agreement, sample attached as Attachment C.

All businesses engaging in transactions within Chico's city limits are required to have a current business license. Successful vendors will be required to have a current City of Chico Business License.

This RFP may be amended and/or revoked at any time prior to final execution of an Agreement with the City.

SUBMITTAL INSTRUCTIONS

Bid documents may be obtained from the Public Purchase on-line bidding service. Registration is required to use the service. You must be registered with Public Purchase (Free Registration) prior to accessing documents. There is no fee for obtaining bid documents through Public Purchase. Log onto www.publicpurchase.com. Once you have registered, browse to the City of Chico's projects using the "Select Agency" button on the home page. Select the project name "2020 Chico Police and Fire Uniform RFP" from the Public Purchase list to obtain digital bid documents and ask questions regarding the project. If you need assistance regarding the use of Public Purchase, go to their website at www.publicpurchase.com and select the CHAT or HELP buttons in the upper left-hand corner of the webpage.

Proposals submitted must be in PDF format and emailed directly to Matt Madden, Deputy Chief-Chico Police Department at matt.madden@chicoca.gov. Submittals must be received **no later than 4:00 p.m. on Tuesday, March 31, 2020**. Late submittals shall not be accepted or considered. The successful bidder will be announced on **Thursday, April 2, 2020**.

If you have any questions regarding this RFP please feel free to contact Matt Madden, Deputy Chief at matt.madden@chicoca.gov or phone (530) 897-5802.

- END OF SECTION -

ATTACHMENT A - UNIFORM SPECIFICATIONS

(see Exhibit B for Pricing Schedule)

#	Dept	ITEM	PREFERRED BRAND	COLOR	DETAILS
1	Fire	1/4 Zip Job Shirt	5.11	Navy - Dark	Embroidered Name R side, Embroidered Dept Patch centered on L side
2	Police	1/4 Zip Sweater	Jerzees	Navy Blue	Polyester, Embroidered Name R side; Communications badge with "City of Chico Police Department" embroidered around it
3	Police	Base Layer Pant	Any	White or Black	Must be all black or all white/must have either thermal or cooling properties (moisture wicking)
4	Police	Base Layer Shirt	Any	White or Black	Must be all black or all white/must have either thermal or cooling properties (moisture wicking)
5	Fire	Beanie	Any		Knit, embroidered "CFD" - white lettering with red trim
6	Police	Boot	Any	Black	Polishable
7	Police	Cap (Baseball)	Richardson	Navy	Navy Blue Hat with White Lettering "Chico Police," badge to rear
8	Fire	Cap (Baseball)	Any	Navy - Dark	Snap or stretch back, embroidered - "CFD" white lettering with red trim
9	Police	Cap (skullcap)	Any	Black	Knit, White lettering "Chico Police"
10	Police	Cardigan	School Apparel Inc.	Black	Acrylic, unmarked black cardigan sweater w/pockets
11	Police	Class A Belt	Boston Leather	Black	Leather Garrison Basketweave, Nickel Buckle
12	Fire	Class A Belt	Any	Black	1 1/2" black basket weave
13	Fire	Class A Coat	Flying Cross	Black	Cal Fire IKE Jacket Wool blend
14	Police	Class A Cover	Hankin Brothers	LAPD Navy	LAPD Style with two prong hat badge attachment
15	Fire	Class A Hat	Bell Crown	White and Black	Bell Crown Fireman Cap white and black
16	Fire	Class A Hat Piece	Any		Hat piece associated with rank
17	Police	Class A Necktie	Any	LAPD Navy	LAPD Style, clip or break away
18	Fire	Class A Necktie	Any	black	Crossover- 4 in hand tie
19	Fire	Class A Pant	Flying Cross	Black	Cal Fire dress pant, wool blend - hemming included
20	Fire	Class A Shoes	Any	Black	High Gloss oxford
21	Fire	Class A Tie Bar	Any	Silver	Standard
22	Police	Fleece Jacket	Port Authority	Black	Emroidered Script Name R side. Embroidered "Communications" badge on L
23	Police	Fleece Vest	Port Authority	Black	Emroidered Script Name R side. Embroidered "Communications" badge on L
24	Police	Job Shirt	5.11	Navy	Embroidered with Name R side, "Communications" Badge on L side
25	Police	Men's Class A Pant	Flying Cross	LAPD Navy	100% Wool, Straight Side Pockets / Club Pockets
26	Police	Men's Class A Shirt - Long Sleeve	Flying Cross	LAPD Navy	100% Wool, Chico PD Patch on both shoulders / Sergeant Stripes or Master Sergeant Stripes on sleeve (if applicable) / Service hash marks on left sleeve / Badge tab on chest / Hidden zipper under front buttons
27	Fire	Men's Class A Shirt - Long sleeve	Flying Cross	White	White long sleeve with epaulettes, (Flying Cross Duro-poplin), sewn-in military creases, badge tab, Department patch sewn on each sleeve centered 1/2" below shoulder seam.
28	Police	Men's Class B Pant	Flying Cross	LAPD Navy	Poly/Wool, Straight Side Pockets
29	Police	Men's Class B Shirt - Long Sleeve	Flying Cross	LAPD Navy	Chico PD Patch on both shoulders / Sergeant Stripes or Master Sergeant Stripes on sleeve (if applicable) / Service hash marks on left sleeve / Badge tab on chest / Hidden zipper under front buttons
30	Police	Men's Class B Shirt - Short Sleeve	Flying Cross	LAPD Navy	Poly/Wool, Chico PD Patch on both shoulders / Sergeant Stripes or Master Sergeant Stripes on sleeve (when applicable) / Badge tab on chest / Hidden zipper under front buttons
31	Police	Men's Class B Under Vest Shirt	Various	Dark Navy	Polyester

ATTACHMENT A - UNIFORM SPECIFICATIONS

(see Exhibit B for Pricing Schedule)

32	Police	Patrol Fleece Jacket	5.11 Tactical	Black	Tactical fleece, Chico P.D. Patches on both shoulders/Sergeant Stripes or Master Sergeant Stripes on sleeve/Chico P.D. cloth badge on chest (Denoting rank)/ Name tag on Chest
33	Police	Patrol Rain Pant	Neese	Black/Yellow Reflective	Reversible trouser
34	Police	Patrol Reversible Rain Jacket	Neese	Black/Yellow Reflective	Reversible 30" jacket
35	Police	Patrol Sweater	Flying Cross	LAPD Navy	Ribbed Command Sweater (lined or unlined), Chico P.D. Patches on both shoulders/Sergeant Stripes or Master Sergeant Stripes on sleeve/Chico P.D. cloth badge on chest (Denoting rank)/ Name tag on Chest
36	Police	Soft Shell Jacket	Port Authority	Black	Polyester, Emroidered Name R side. Embroidered "Records" badge on L
37	Police	Soft Shell Vest	Port Authority	Black	Polyester, Emroidered Name R side. Embroidered "Records" badge on L
38	Fire	Uniform belt		Black	1 3/4 " Leather Garrison Basketweave, Silver or Gold Buckle depending on rank
39	Fire	Uniform Jacket	Port Authority	Black	Soft shell jacket with department patch sewn on left side shoulder, US flag patch Silver/Black reversed sewn on right side shoulder, name and rank embroidered
40	Fire	Uniform pants Class B	Workrite	Midnight Navy	7.5 Full Cut Nomex - 402NZ75-MN - hemming included
41	Fire	Uniform shirt Class B long sleeve	Workrite	Midnight Navy	4.5 Nomex - 725NX45-MN - Department patch (provided by City) sewn centered on each sleeve 1/2 inch below seam.
42	Fire	Uniform shirt Class B short sleeve	Workrite	Midnight Navy	4.5 Nomex - 720NZ45-MN - Department patch (provided by City) sewn centered on each sleeve 1/2 inch below seam.
43	Fire	Uniform t-shirts long sleeve	5.11	Midnight Navy	Imprinted with Dept patch centered on L side; City of Chico Fire-Rescue centered on upper back shoulder area; American flag on left sleeve
44	Fire	Uniform t-shirts short sleeve	5.11	Midnight Navy	Imprinted with Dept Patch centered on L side; City of Chico Fire-Rescue centered on upper back shoulder area; American flag on left sleeve
45	Police	Vest Outer Carrier	Blauer	French Blue	Polyester
46	Fire	White uniform shirt - long sleeve	Flying Cross	White	Sewn-on badge tab with metal grommets centered 1-1/4" above left pocket. Department patch (provided by City) sewn centered on each sleeve 1/2" below seam
47	Fire	White uniform shirt - short sleeve	Flying Cross	White	Sewn-on badge tab with metal grommets centered 1-1/4" above left pocket. Department patch (provided by City) sewn centered on each sleeve 1/2" below seam
48	Fire	Women's Class A Blouse - Long Sleeve	Flying Cross	White	Poplin
49	Police	Women's Class A Pant	Flying Cross	LAPD Navy	100% Wool, Straight Side Pockets / Club Pockets
50	Police	Women's Class A Shirt - Long Sleeve	Flying Cross	LAPD Navy	100% Wool, Chico PD Patch on both shoulders / Sergeant Stripes or Master Sergeant Stripes on sleeve (if applicable) / Service hash marks on left sleeve / Badge tab on chest / Hidden zipper under front buttons
51	Police	Women's Class B Pant	Flying Cross	LAPD Navy	Poly/Wool, Straight Side Pockets
52	Police	Women's Class B Shirt - Long Sleeve	Flying Cross	LAPD Navy	Poly/Rayon/Lycra, Chico PD Patch on both shoulders / Sergeant Stripes or Master Sergeant Stripes on sleeve (if applicable) / Service hash marks on left sleeve / Badge tab on chest / Hidden zipper under front buttons
53	Police	Womens' Class B Shirt - Short Sleeve	Flying Cross	LAPD Navy	Poly/Rayon/Lycra, Chico PD Patch on both shoulders / Sergeant Stripes or Master Sergeant Stripes on sleeve (if applicable) / Badge tab on chest / Hidden zipper under front buttons
54	Police	Women's Class B Under Vest Shirt	Various	Dark Navy	Polyester

ATTACHMENT B - PRICING SCHEDULE

(see Exhibit A for Uniform Specifications)

#	Dept	Description/Style	Cost Each Garment	Description of Add-Ons (Embroidery/Other Costs)	Add-On Costs	Total Cost of Each
1	Fire	1/4 Zip Job Shirt				
2	POLICE	1/4 Zip Sweater				
3	POLICE	Base Layer Pant				
4	POLICE	Base Layer Shirt				
5	FIRE	Beanie				
6	POLICE	Boot				
7	POLICE	Cap (baseball)				
8	FIRE	Cap (baseball)				
9	POLICE	Cap (skullcap)				
10	POLICE	Cardigan				
11	POLICE	Class A Belt				
12	FIRE	Class A Belt				
13	FIRE	Class A Coat				
14	POLICE	Class A Cover				
15	FIRE	Class A Hat				
16	FIRE	Class A Hat Piece				
17	FIRE	Class A Necktie				
18	POLICE	Class A Necktie				
19	FIRE	Class A Pant				
20	FIRE	Class A Shoes				
21	FIRE	Class A Tie Bar				
22	POLICE	Fleece Jacket				
23	POLICE	Fleece Vest				
24	POLICE	Job Shirt				
25	POLICE	Men's Class A Pant				
26	POLICE	Men's Class A Shirt - LS				
27	FIRE	Men's Class A Shirt - LS				
28	POLICE	Men's Class B Pant				
29	POLICE	Men's Class B Shirt - LS				

ATTACHMENT B - PRICING SCHEDULE

(see Exhibit A for Uniform Specifications)

#	Dept	Description/Style	Cost Each Garment	Description of Add-Ons (Embroidery/Other Costs)	Add-On Costs	Total Cost of Each
30	POLICE	Men’s Class B Shirt - SS				
31	POLICE	Men’s Class B Under Vest Shirt				
32	POLICE	Patrol Fleece Jacket				
33	POLICE	Patrol Rain Pant				
34	POLICE	Patrol Rvsbl Rain Jacket				
35	POLICE	Patrol Sweater				
36	POLICE	Soft Shell Jacket				
37	POLICE	Soft Shell Vest				
38	FIRE	Uniform belt				
39	FIRE	Uniform Jacket				
40	FIRE	Uniform Pants Class B				
41	FIRE	Uniform Shirt Class B - LS				
42	FIRE	Uniform Shirt Class B - SS				
43	FIRE	Uniform t-shirts - LS				
44	FIRE	Uniform t-shirts - SS				
45	POLICE	Vest Outer Carrier				
46	FIRE	White uniform shirt - LS				
47	FIRE	White uniform shirt - SS				
48	FIRE	Women’s Class A Blouse - LS				
49	POLICE	Women’s Class A Pant				
50	POLICE	Women’s Class A Shirt -LS				
51	POLICE	Women’s Class B Pant				
52	POLICE	Women’s Class B Shirt - LS				
53	POLICE	Women’s Class B Shirt - SS				
54	POLICE	Women’s Class B Under Vest Shirt				

By signing below, I acknowledge my consent to enter into an agreement outlined in this solicitation.

Signature

Name/Title (Please print)

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on _____, 20____, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and _____, a(n) individual/partnership/ California corporation (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond

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the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

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appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional

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services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon

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City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Consultant:	_____	or	_____
	_____		_____
	_____		_____
	_____		_____

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

CONSULTANT:

Mark Orme, City Manager*

By: _____
Title _____

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Andrew Jared, City Attorney*

Name of Department Director & Title

*Pursuant to The Charter of the City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:

Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

Consultant shall supply uniforms and merchandise for purchase by Chico Police Department and Chico Fire Department personnel.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

Budget Account Number

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall be responsible for the following:

1. Provide high quality uniform components
2. Maintain a Chico based store
3. Measure personnel and custom fit uniform components
4. Have various uniform style options in stock and on display at the Chico store
5. Order uniforms not in stock
6. Keep a record of sizes and purchases for each employee
7. Coordinate and maintain inventory of Police and Fire Department patches, stripes, hash marks and emblems
8. Provide embroidery services to include logos, stars, lettering and other labels

Term of Agreement

Consultant shall provide services outlined herein through the two-year term of this agreement which shall end _____ with an option to extend the term.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

Budget Account Number

EXHIBIT C**COMPENSATION**

Compensation for merchandise shall be in accordance with the following pricing schedule attached as page C-2. Price adjustments may occur annually not exceed the percent change of the Consumer Price Index (CPI).

Compensation shall be based upon actual invoices received or charged on City VISA cards.

Invoices for merchandise purchased by Chico Fire Department shall be addressed as follows:

Chico Fire Department
411 Main Street
Chico, CA 95928

Invoices for merchandise purchased by Chico Police Department shall be addressed as follows:

Chico Police Department
Attn: Business Services
1460 Humboldt
Chico, CA 95928

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of “B” or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an “A” rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City’s Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this

requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

None.