



Request for Proposal

For

Safety and Non-Safety Uniforms, Accessories, Promotional Items

and Related Services / Purchases

MAYOR AND COUNCIL:

Phil Goode, Mayor

Connie Cantelme, Council Member

Lois Fruhwirth, Council Member

Ted Gambogi, Council Member

Brandon Montoya, Council Member

Eric Moore, Council Member

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CITY CLERK:

Sarah Siep

Request for Proposals (RFP)

Safety and Non-Safety Uniforms, Accessories, Promotional Items and Related Services / Purchases

DESCRIPTION: The City of Prescott invites sealed offers for Safety and Non-Safety Uniforms, Accessories, Promotional Items and Related Services. These contracts are established for the procurement of uniforms, hats, and other work apparel items, promotional items with departments and/or divisions identification affixed by way of patch, embroidery, or screen print. Ensure that your company reads the full Request for Proposal on the City's website.

BID OPENING: Thursday, February 8, 2024, at 2:00pm City Council Chambers 201 N. Montezuma Street, 3rd floor, Prescott, Arizona 86301

In accordance with local and State law, sealed bids will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

This solicitation, full submittal information and any addenda are available on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: January 14 and 21, 2024

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I. GENERAL INFORMATION

The City of Prescott invites sealed offers for Safety and Non-Safety Uniforms, Accessories, Promotional Items and Related Services. These contracts are established for the procurement of uniforms, hats, and other work apparel items, promotional items with departments and/or divisions identification affixed by way of patch, embroidery, or screen print. Multiple contracts may be awarded depending on the company's list and availability.

A. DESCRIPTION OF WORK

The company shall provide safety and/or non-safety uniform items, accessories, and related services for City departments, in accordance with this request. The companies shall have and maintain an authorized distributorship for each manufacturer offered. Changes in distributorship shall be communicated in writing to the Finance Purchasing Division (hereinafter, Purchasing) at least 30 days prior to the distributorship change.

B. SCOPE OF SERVICES/ITEMS FOR PURCHASE

- **Pricing for core items list:**

- The items identified in the Bid submittal will be considered the Core items list of uniforms and accessories. The Core items list will be reviewed on a yearly basis, or as frequently as necessary by each department and Purchasing, and revisions to this core items list may be implemented on an ongoing basis by mutual agreement of the City and Company.
- Resultant contract(s) shall document via amendment any additions, deletions, and revisions as well as dates of these changes to the core items list during the contract period.
- Pricing for these core items must remain firm and fixed for the first year of the contract. Thereafter, price increases shall be considered only with substantiated and documented cost increases to the vendor.
- Any industry-wide price reductions shall be accorded to the City during the period of this contract.

- **Pricing for Manufacturer's discount off List**

- The percent discount from the most current price list for each manufacturer the company offers, to be considered for an award for all other non-core items, which are part of the manufacturer's overall product offering that meets the guidelines and compliance requirements under this RFP.
- Discounts must be expressed as a single percentage (%) figure for each manufacturer offered and associated apparel category stated. Percentage must be rounded to the whole numbers. (Example 54%, 48%, NOT 54.2% 48.1%)
- Company must submit the name and date of the most current price list for each manufacturer they chose to bid on in the Price Sheet, as well as an electronic copy of the price list on flash/thumb drive.

- **The percentage discount-off catalog must remain firm for the entire contract period.** (Markups are not allowed).
- **Catalogs and Price Lists**
 - The company shall notify Purchasing at least 30 days in advance of any new price list or catalogs and their respective date(s).
 - Any terms and conditions contained in the price list(s) or product catalog(s) submitted will not take precedence over the City's terms and conditions specified herein.
 - All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a percentage (%) figure for each manufacturer.
 - Revised Published Price Lists may be used as a means of price adjustments. Revised Published Price Lists will be accepted on a yearly basis from the date of the contract's start date. One (1) copy of the revised price list will be required.
 - The City reserves the right to request a hard copy of the manufacturer's documented price listing for any item(s) invoiced.
 - Companies who are awarded a manufacturer's line item shall also be awarded that manufacturer's catalog to provide non-core items.
- **Measurements and Samples**
 - Upon request, the Company shall allow Departments to make appointments for measurements or sample items if available. If the Department calls ahead the company is to commence the measurement / fitting within 10 minutes of the employee's arrival.
- **Alterations and Artwork (i.e. LOGOs, Patches, Embroidery and Screen Print Services).**
 - City Departments may require alternate cuts and fits for petite, big and tall sizes of the addition of the artwork applied to uniform items.
 - The company and/or its employees, shall not use the artwork provided for any purposes other than for the completion of the services specified herein:
 - The departments will identify in their orders the items requiring alterations and will furnish all specifications, including exact placement of the artwork to the company.
 - When ordering a uniform item containing a specific patch, logo, embroidery, or screen print for the first time under this contract, the company will provide a sample for the department's review prior to the company fulfilling the order.
 - A set-up fee shall be applicable to the initial order made by a department for an image and shall not be charged for subsequent order for the same image by any other department.

- Any changes to the artwork must be submitted to the ordering department for approval.
- All departments will be utilizing the standard City Logo that will be provided below and can add a department name or names of personnel if needed. No changes to the Logo shall be made without written permission from the purchasing department, contracts@prescott-az.gov.



- Unless otherwise specified, all screen printing must be proportional to the size of the clothing article. If the company believes a previously specified size looks inappropriate for the clothing item, the company shall confirm the size of the image(s) with the ordering department prior to fulfillment of the order.
 - Logos must be clearly visible and not blend into the color of the shirt. Logos must not be frayed.
 - Requested alterations shall be completed prior to order delivery and uniform items must be pressed after alterations have been completed.
 - The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of fees to the company above the agreed discount rates and related costs.
- **Quotes / Ordering Process**
 - Quotes may be requested from departments for items. Quotes provided must include the following:
 - Manufacturer's part number
 - Manufacturer's description
 - Manufacturer's Suggested Retail Price (MSRP).
 - Discount percentage
 - City's net price
 - The quote shall be emailed to the ordering department no later than 3 business days from the date of the quote request. Any delay shall be communicated to the ordering department.

- **Standard Delivery Requirements:**
 - All deliveries shall be coordinated between your company and the ordering department. To schedule and ensure a delivery can be accepted, please call the requestor who ordered at least 24 hours prior to delivery.
 - The ordering department representative will provide the contractor with delivery location information.
 - The following delivery timeframes in calendar days, apply after receipt of approved order (ARO): If there are going to be delays, please notify the ordering department prior to processing the order.
 - Items with no embellishments: 10 days
 - Items with patch attached:
Previously approved artwork: 14 Days
New Design 21 Days
 - Items with Embroidery:
Previously approved artwork: 14 Days
New Design 21 Days
 - Items with Screen Print:
Previously approved artwork: 14 Days
New Design 21 Days
 - The company shall be responsible for delivering orders to the appropriate ordering department location.
 - Each order shall be bagged or packaged for each individual department. The bag/package shall include the department along with a listing of contents or a packing slip to be provided.

- **Acceptance:**
 - The company will allow the City fourteen (14) business days to inspect the delivered items for visible issues. If the company is notified before or on the fourteenth day, the acceptance period is then extended until resolution is identified and rectified. If issues arise after fourteen business days and said issues are determined to be manufacture deficiency (i.e. quality failure in comparison to the average life of the item), returns and exchanges will be allowed after the fourteenth day at no charge to the City. If the City does not notify the contractor on or before the fourteenth day of delivery receipt, the items will be deemed to be accepted by the City.

- **Returns and Exchanges**
 - City Error returns:
In the event the return is due to a preference change or the order was placed erroneously, the ordering department will pay the actual shipping cost to return the item(s) to your company. Ordering department will ship the item(s) to your company no later than 30 calendar days of ordering department's receipt of the item(s), and your company shall provide a full

refund, free of restocking fees. On and after the 31st day your company will not be required to honor the return. Your company is not expected to accept such returns of specialty sizes, customized or altered uniform items.

- Company Error Returns:

In the event the return is due to incorrect fulfillment of an order, incorrect size due to company's size measurements or sizing samples, damaged items, defective items, or any other error on the part of your company, the company will provide a prepaid postage to the ordering department to return items. Alternatively, the company may pick up the item(s) from the ordering department location. The City will not be responsible for any costs to correct the company errors.

- Processing of Returns:

- The ordering department will notify your company of their intent to return an item and the reason(s) for the return.
- Upon receipt of the returned item, your company will inspect the item, and a credit will be issued against the original invoice. If credit is due at the end of the contract and there are no impending invoices, the credit will be provided to the City via check.

- Exchanges:

If the ordering department wishes to exchange items purchased under this contract, the company shall permit the exchange of a first-time garment purchase at no charge. If there is a difference in price of the items changed, the company shall invoice the ordering department for the difference or provide the ordering department with a credit. The City will pay the actual shipping costs to return item(s) to your company.

- For items returned, the company shall issue a credit to the ordering department within 10 days of receipt of the returned item(s). If the company fails to provide the credit, the ordering department may deduct the amount of the credit from any sums otherwise owed to the company.
- All items returned by the ordering department shall be unused and in the same merchantable condition as when received.

- **Quality**

- All uniform items and accessories must be new, with no physical defects, raw edges, loose threads, tears, color variations, stains, holes, mis-sewn seams or seam instability, or missing buttons or parts and in the color(s) and size(s) ordered.
- Button down shirts must be wrinkle resistant.
- Current industry standards will apply to the materials used and method of construction.
- Colors and imprints will be colorfast and fade resistant.

- Manufacturer's name label must be permanently sewn or printed on each garment. The label(s) will include the correct fiber content of the fabric/materials, manufacturer identification, garment's individual identification, location of manufacture/assembly, size, and care instructions.
 - Upon request, the company will provide information related to the uniform items or accessory, such as fabric blend, fabric weight, and durability (e.g. piling, colorfast, shrink resistant, seam strength, hem strength, and tearing count).
- **Warranties**
 - The Company will provide, with its Bid Submittal, a copy of the manufacturer's warranties for all manufacturers the contractors choose to provide a bid for, as well as your company's own warranty. Failure to provide the warranties may cause the offer to be considered non-responsive. The company's minimum warranty shall be a 100% satisfaction guarantee and shall warranty all items against workmanship or materials defects for 90 days from the original date of shipment. The manufacturer's defects will be exchanged at no costs to the City. Items not covered under warranty are:
 - Alterations done by anyone other than your company or designer.
 - Fading from sunlight.
 - Any items past the 90-day warranty.
- **Product/Item Discontinuance:**
 - If an item is discontinued by the manufacturer, the City, at its sole discretion, may allow the company to provide a substitute for the discontinued item. The company shall not arbitrarily discontinue items. When discontinuing items, the company shall request permission to substitute new items and provide the following to the ordering department:
 - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original item.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued item.
 - Documentation confirming the price for the replacement item.
- **Back Orders:**
 - The company shall notify the ordering department of all back ordered items at the time of order confirmation, along with an estimated delivery date within 3 business days of ARO. The ordering department will have the option to cancel, modify, or move forward with the back ordered items.

- **Product/Item Samples:**

- City departments may request clothing item samples for testing and evaluation to ensure the items meet department requirements and are suitable for their intended purpose. Item samples may also be required when evaluating new clothing items or alternatives. These items samples shall be provided to the department to review and return free of charge. The department is under no obligation to purchase these samples. Samples will be returned to the company.

- **Customer Service:**

The company must appoint an account manager, assigned to the City of Prescott account that will respond to the department's inquiries, including but limited to:

- Responding to phone calls and/or emails from an ordering department within 2 business days, regarding status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract compliance requirements, and general product information. The City's intent is to ensure constant and open communication between your company and City departments. The Account representative shall endeavor to resolve issues in a timely manner and have escalation processes in place to resolve outstanding issues.
- Being available during normal business hours by email, internet, and/or phone. A toll-free phone number if the location is outside of the Prescott area.
- Providing written notice regarding any event that may impact service (inventory count, website maintenance, etc.).
- Notifying Purchasing immediately of any change in contact information for account manager, sales representatives and other key personnel who manage the City's contract with your company.

- **Conflict Resolution:**

Notwithstanding any established City code, policy or Administrative Regulation, the conflict resolution process will be as follows:

- Upon recognizing an issue, the City department will notify the company via phone with an email to follow up.
- Company will provide written responses to the issue within 2 business days after receipt of the notification of issue and shall endeavor to resolve the issue within 14 calendar days of the City's department's original notification.

C. PROPOSED SCHEDULE

Project milestones are estimated to be as follows:

- Request for Proposal Advertised January 14 and 21, 2024.
- Proposal Due Date/Opening February 8, 2024.
- Award of Contract March or April 2024

All milestones are the earliest dates for planning purposes only and should not represent any contractual commitment whatsoever on the part of the City.

D. REQUESTS FOR INFORMATION

Companies who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
latona.jones@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00 PM on Tuesday, January 30, 2024**. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, February 5, 2024. Receipt of addenda must be acknowledged on the required form in the company's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Companies shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as one (1) original with one (1) flash/thumb drive and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet
- Form C – Bid Certification
- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership

- Form F – Bidder Qualifications, Representations and Warranties

B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**

Bidder shall complete, sign, and submit Form A as the first page of the bid package.

- **Form B – Price sheet**

The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

- **Form C – Bid Certification**

Bidder shall complete, sign, and submit Form C.

- **Form D – Non-Collusion Certificate**

Bidder shall complete, sign, and submit Form D.

- **Form E – Certificate of Ownership**

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

- **Form F – Bidder Qualifications, Representations and Warranties**

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the Bidder with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to the Bidder if any owner of such company has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

The Bidder shall provide two (2) references and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

C. DISCLOSURE

Identify any public or private disciplinary actions against your company or individuals within your company that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your company or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

D. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Companies shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Companies shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Companies should be aware that the City is required by law to make its records available for public inspection. All companies, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the companies in the event that the City must legally disclose these materials.

E. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00 PM on Thursday, February 8, 2024**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened. Companies are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid to any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00 PM deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Proposals:
Safety and Non-Safety Uniforms, Accessories, Promotional items
and Related Services / Purchases
Due before 2:00 PM on February 8, 2024**

III. CONTRACT NEGOTIATION AND AWARD

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City's best interests.

B. AWARD OF CONTRACT

The selected company/firm will be required to execute and meet the terms of the City's standard General Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

C. BASIC INSURANCE REQUIREMENTS

Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work

under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the

duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Worker’s Compensation and Employer’s Liability:

- | | |
|-----------------------------|--------------|
| Workers’ Compensation | Statutory |
| Employer’s Liability | |
| • Each Accident - | \$ 1,000,000 |
| • Disease – each employee - | \$ 1,000,000 |
| • Disease – policy limit - | \$ 1,000,000 |

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate

of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

IV. TERM OF CONTRACT

The contract resulting from this Request shall commence upon the date of contract execution by both parties and extend for an initial period of one (1) year. The contract may be extended for an additional one (1) year period up to a total of four (4) additional years, with the mutual consent of the City of Prescott and the Vendor. The terms of the contract may be subject to a possible increase based on current consumer market pricing. The price of Core Items under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. (No adjustments for percentage off will change throughout the life of this contract). Notice of intent to renew shall be made at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

V. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days’ written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

VI. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

VII. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk’s Office by 4:00 PM up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every

reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful companies. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

VIII. STANDARD INFORMATION

- A.** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of the delay justify such an extension in the opinion of the Purchasing Division.
- B.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.
- C.** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- E.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.

- G.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- H.** This Agreement shall be construed under the laws of the State of Arizona.
- I.** This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- J.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- K. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- L.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- M. Contractor Immigration Warranty (if applicable)**
Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free

Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (“Subcontractors”) will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and

3. Any Contractor / Supplier subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor / Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Supplier does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

P. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

R. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments.



General Services Contract

**Safety and Non-Safety Uniforms, Accessories, Promotional items
and Related Services / Purchases**

Contract Number: 20-*****

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Safety and Non-Safety Uniforms, Accessories, Promotional items and Related Services / Purchases in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Purchasing Division, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Purchasing Division or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Performance Bond, Payment Bond, Bid Bond, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TERM: The contract resulting from this Request shall commence upon the date of contract execution by both parties and extend for an initial period of one (1) year. The contract may be extended for an additional one (1) year period up to a total of four (4) additional years, with the mutual consent of the City of Prescott and the Vendor. The terms of the contract may be subject to a possible increase based on current consumer market pricing. The price of Core Items under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. (No adjustments for percentage off will change throughout the life of this contract). Notice of intent to renew shall be made at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in

writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising because of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard of the work being performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim,

demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: privileges final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI - COOPERATIVE USE OF CONTRACT This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Division may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the

property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D.** Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott	**
201 N Montezuma Street	**
Prescott, AZ 86301	**
contracts@prescott-az.gov	**

- E.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F.** All invoices shall be emailed to ap@prescott-az.gov.
- G.** This Agreement shall be construed under the laws of the State of Arizona.
- H.** This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

J. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

K. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

L. INSURANCE: Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

3. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

4. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND fandboperations@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:
"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

M. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration

Warranty. The contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor /Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / Vendor /Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor /Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor /Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P.** Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

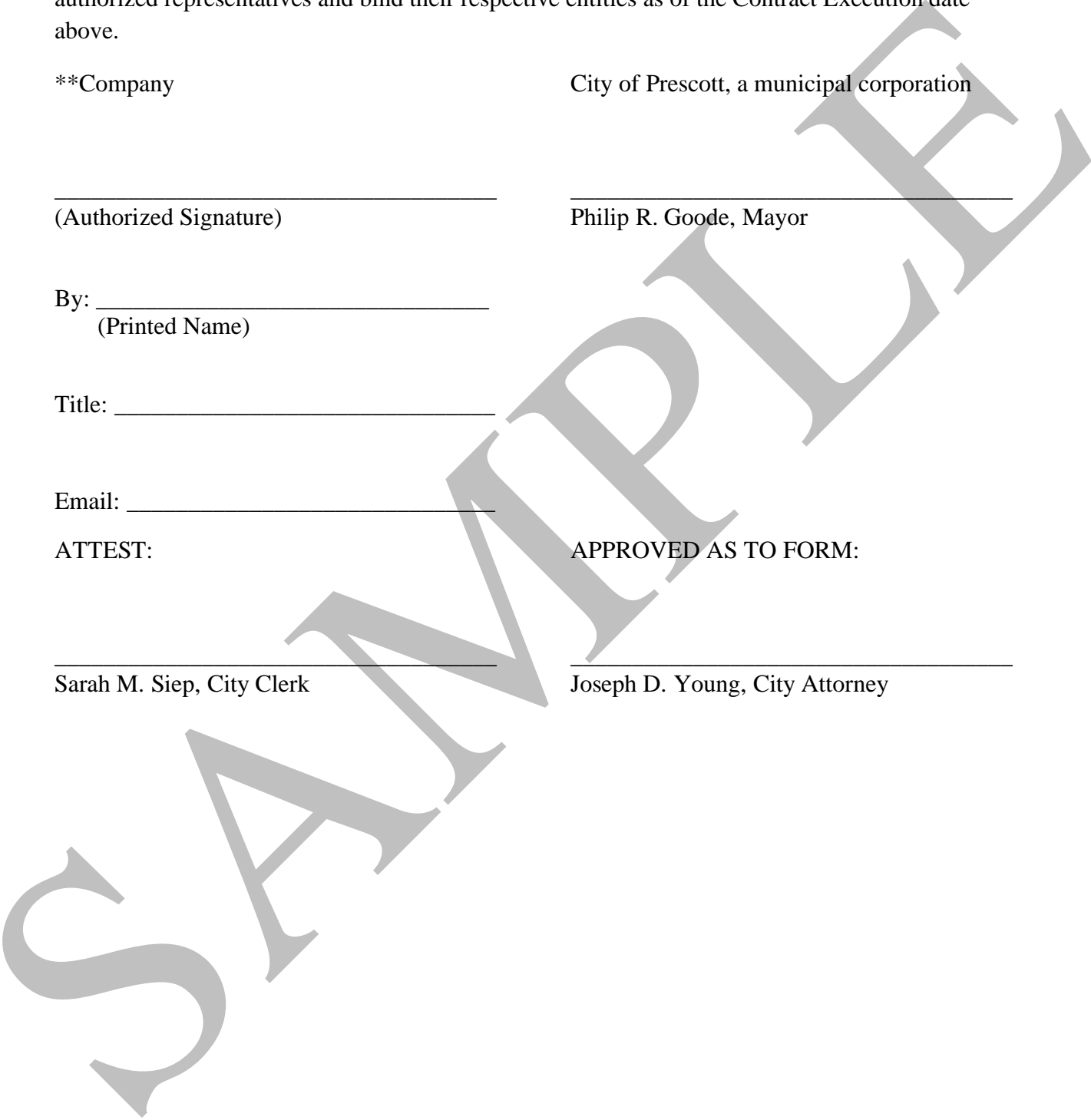
Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney



Form A – Solicitation Response Cover Sheet



Solicitation Response

**Safety and Non-Safety Uniforms, Accessories, Promotional items
and Related Services / Purchases**

Please note all that apply:

- Addenda Number(s) Received (if any)
- Original Forms A through F

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Contact Email: _____

Contractor/Company Comments: _____



Core Items				
Item #	Description	One-Time Set Up Fee	Per Item Price 1-20	Per Item Price 21 and Up
1	Logos and Patches			
2	Embroidery Non-metallic Thread (up to 4,000 stitches)			
3	Embroidery Non-metallic Thread (per additional 1,000 stitches)			
4	Embroidery Metallic Thread (up to 4,000 stitches)			
5	Embroidery Metallic Thread (per additional 1,000 stitches)			
6	Any addition for multi-color Embroidery			
7	Silk Screen Printing - 1 Color Image(s)			
8	Silk Screen Printing - 2 Color Image(s)			
9	Silk Screen Printing - 3 Color Image(s)			
10	Silk Screen Printing - 4 Color Image(s)			
11	Silk Screen Printing - 5 Color Image(s)			

Manufacture and % off *

Item #	Manufacture Name	% off Catalog / MSRP *
12	Bella+Canvas	
13	Brooks Brothers	
14	Carhartt	
15	CornerStone	
16	District	
17	Eddie Bauer	
18	Gildan	
19	Hanes	
20	Jerzees	
21	New Era	
22	Nike	
23	OGIO	
24	Port Authority	
25	Port & Company	
26	Red Kap	
27	Richardson Hats	
28	Sport-Tek	
29		
30		
31		
32		
33		
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35		
36		
37		
38		
39		
40		

Delivery Fee _____

Shipping Fee _____ (if needed)

% off Catalog/MSRP will not Change through the life of the contract.



Price Sheet Validation

Signature of Company Official

Printed Name of Company Official

Title

Company Name

Street Address

Email Address

Contact for City Personnel at your Company:

Name: _____

Phone: _____

Email: _____

FORM C – BID CERTIFICATION



**Safety and Non-Safety Uniforms, Accessories, Promotional items
and Related Services / Purchases**

Company Name: _____

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor’s List

C4 That the Bidder’s bid is valid for 90 days.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM D – NON-COLLUSION CERTIFICATE



**Safety and Non-Safety Uniforms, Accessories, Promotional items
and Related Services / Purchases**

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



**Safety and Non-Safety Uniforms, Accessories, Promotional items
and Related Services / Purchases**

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



**Safety and Non-Safety Uniforms, Accessories, Promotional items
and Related Services / Purchases**

Company Name: _____

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Reference #2

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. The bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. The bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by the City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address