

**CITY OF SAN ANTONIO  
FIRE DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Fire Chief Robert Ojeda

**SUBJECT:** Extension of the Commissary System Contract

**DATE:** September 22, 2005

**SUMMARY AND RECOMMENDATION**

This ordinance provides for the extension of the Fire Department Uniform Commissary Contract. The attached signed original contract (Attachment II) and extension of the commissary system (Attachment I) with Sterling's Public Safety, Inc. comply with Article 20 of the Collective Bargaining Agreement that went into effect June 3, 2002.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The commissary system contract with Sterling's Public Safety, Inc. was approved by City Council on June 26, 2003 by Ordinance #97878. This contract allows for three (3) one-year extensions under the same terms and conditions. This request is for the first one-year extension.

**POLICY ANALYSIS**

The Collective Bargaining Agreement between the City of San Antonio and Local 624 International Association of Firefighters, effective June 3, 2002, requires that the City provide a uniform credit system under a revised commissary contract.

This extension includes the following changes to the contract effective October 1, 2005, as outlined in Attachment I:

- A one-year extension of the contract from October 1, 2005 through September 30, 2006
- Updating Producer's Price Index (PPI) commodity code as provided for in the contract, parties agree that any change in cost shall be based on PPI (IV., 4.3). The PPI program is established by U.S. Department of Labor and are indexes that measure the average change over time in the selling prices received by domestic producers for their output.
- Amendments to Uniform Items – Additions/Revisions of Specifications and Uniform Cost Sheet, e.g. adding Arson uniform items and correcting cost of dress socks

**FISCAL IMPACT**

All expenditures for the addition of the referenced items are budgeted in fiscal year 2005-2006; the extension will not require additional expenditures. As the Collective Bargaining Agreement allows for a five hundred dollar credit assigned to each employee, there will be no additional fiscal impact. Amendments required to take place after September 30, 2005, are understood to be contingent upon the extension of the commissary system contract by the City Council.

**COORDINATION**

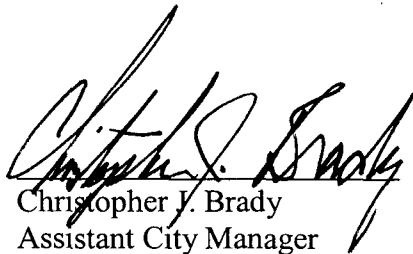
The Fire Department has coordinated this item with the City Manager's Office, the City Attorney's Office and the Contract Services Department.

**SUPPLEMENTARY INFORMATION**

A copy of the original contract and ordinance is included.



Robert Ojeda  
Fire Chief



Christopher J. Brady  
Assistant City Manager



+ J. Rolando Bono  
City Manager

**ONE YEAR EXTENSION (October 1, 2005 to September 30, 2006) and  
AMENDMENTS TO THE COMMISSARY SYSTEM CONTRACT**

This first extension to the COMMISSARY SYSTEM CONTRACT, extending from October 1, 2005 until September 30, 2006, is entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as "**CITY**"), a Texas municipal corporation, acting by and through the Fire Chief, Robert Ojeda and **STERLING'S PUBLIC SAFETY, INC.** (hereinafter referred to as "**VENDOR**"), acting by and through Sterling Thompson, President and is as follows:

I.

Pursuant to the provision of Section XXVII. AMENDMENTS of the **COMMISSARY SYSTEM CONTRACT** (hereinafter referred to as "**CONTRACT**"), CITY and VENDOR may amend said CONTRACT by mutual consent of the parties. CITY and VENDOR hereby agree to amend Section IV. TERM AND RENEWAL, Subsection 4.3; Section VI. COSTS AND INVOICING, Subsection 6.4; Attachment II., Specifications; Attachment III., Uniform Cost Sheet; and Attachment V, Outsizes/Special Orders, as provided herein.

II.

Pursuant to the provision of Section IV. TERM AND RENEWAL, Subsection 4.3, CITY is updating Producer's Price Index (PPI) commodity code from WPU03810221 to WPU03810712, Men's and Junior Boy's Work Clothing effective December 2003.

4.3 In the event **CITY** exercises its option to renew, the parties agree that any change in cost as established in Section VI, Costs and Invoicing, shall be based on the Producers Price Index (PPI). Cost or repair, tailoring, and alteration shall not increase in renewal years. Renewal costs shall be calculated by multiplying the percentages of change in the index to the current contract pricing. For all other Apparel items in the Commissary System and for Uniform repairs, the PPI commodity code **WPU03810712** Mens and Boys Work Clothing will be utilized.

To calculate changes in the PPI, two formulas shall be used:

To determine the index point change, the following formula shall be used:

Current PPI – Previous PPI = Index Point Change

To determine the percent change represented by the index, the following formula shall be used:

Index Point Change / Previous PPI X 100 = Percent Change

### III.

Pursuant to the provision of Section VI. COSTS AND INVOICING, Subsection 6.4, CITY is updating Producer's Price Index (PPI) commodity code from WPU03810221 to WPU03810712, Men's and Junior Boy's Work Clothing effective December 2003.

6.4 Change in 2<sup>nd</sup> Year Costs. Apparel items and repairs shall be calculated by multiplying the percentages of change in the PPI to the 1<sup>st</sup> year CONTRACT pricing as provided for in Section 4.3 Renewal. The PPI commodity code **WPU03810712** Mens and Boys Work Clothing will be utilized for determining 2<sup>nd</sup> year initial term prices, the previous PPI used will be March 2003, final version.

### IV.

Attachment II Specifications, are hereby revised by **adding** the following:

<u>ITEMS</u>	<u>SPECIFICATION/STANDARD</u>
Arson Patch	San Antonio Arson Bureau patch 4 1/2" H & 4 1/8"W
Gold/Silver Belt Buckle	Gold/Silver buckle for 1 3/4 " Garrison belt (Gold - Officers and above; Silver – Firefighters and FAOs)
Knit cap w/ small SAFD patch	Dark Blue; Knit Cap, one size fits all, with small SAFD patch affixed.
Arson t-shirt	Poly-cotton (50-50), black, short sleeve, no pocket, with bold 3" silk-screened white letters "ARSON" on upper half of shirt back.
Arson baseball cap w/ logo	Solid black baseball cap, 100% polyester pro mesh, 6 panel, low profile, constructed crown, 6 sewn eyelets, pre-curved bill with a minimum of 8 row stitching, reinforced sweatband, overlap Velcro closure or fabric strap closure of matching fabric and one size fits all. Arson logo embroidered directly on front panel.
Arson Badge	Silver, 3", rho-glo, numbered sequentially, safety pin catch.
Arson Coveralls w/patch	Black, blended 65/35 poly-cotton, 7 1/2 oz twill, Scotchguard with bold 3" silk-screened white letters "ARSON" on upper half of coverall back, Arson patch affixed on left shoulder.
Arson Jacket w/patch	Black lightweight jacket with removable liner and side zip for gun belt/radio access, shell and lining, 100% nylon, Arson patch affixed on left shoulder.

<b><u>ITEMS</u></b> (cont)	<b><u>SPECIFICATION/STANDARD</u></b>
Arson Badge Holder	Black leather badge holder with belt clip and snaps for attaching to belt.
Saucer Caps (Assistant Chief's)	Air Force Round Style, white leatherette cap for Assistant Chiefs and above. All caps come with a cap badge - Cap badge is 1 5/8" diameter. All caps come with a gold snake strap/cap band that is genuine midlon with black leatherette and lined with sweat protector. <i>Scrambled eggs</i> embroidered directly on bill of cap.
Navy Blue (Tall) uniform shirt	Poly-cotton (65%/35%) material for dark blue shirt and 100% Cotton for light blue shirt, 5.5 -7.5 oz., dark and light blue, long and short sleeves, safety panel over buttons on dark blue shirts. Flaps (mitered or Scalloped) for front pockets that will accommodate two, standard-size pins. Full badge sling/tab on left chest centered above left pocket. When attaching badge, uniform shirt must not be penetrated. Concealed front button closure preferred. No Epaulettes preferred, if included they must be sewn down. Shirt length must allow for movement without shirttail pulling out of pant. Women's and men's design or construction. SAFD patches on left shoulder, Paramedic or EMT appropriate patch on right shoulder. If employee is not paramedic or EMT certified, American Flag will be on right shoulder. All of the above specifications are requirements.

V.

Attachment II, Specifications, are hereby revised by **amending** the following:

<b><u>ITEMS</u></b>	<b><u>SPECIFICATION/STANDARD</u></b>
Items 24 & 25, Uniform Shirt	Poly-cotton blend of 80%-62% Polyester and 38%-20% Cotton material, 3.75-7.5 oz., light blue, dark blue, long and short sleeves, safety panel over buttons on dark blue shirts. <b>May have pleats on each side of chest.</b> Flaps (mitered or scalloped) for front pockets on both colored shirts that will accommodate two, standard-size pens and have false front pocket to access glasses on left pocket. Full badge sling/tab on left chest centered above left pocket. When attaching badge, uniform shirt must not be penetrated. Concealed front button closure preferred. Shirt length must allow for movement without shirttail pulling out of pant. Women's and men's design or construction. SAFD patches on left shoulder, Paramedic or EMT appropriate patch on right shoulder. If employee is not Paramedic or EMT certified, American Flag will be on right shoulder. No Epaulettes preferred, if included they must be sewn down. All of the above specifications are requirements.
Item 26, Bike Shirt	65% CoolMax/35% Polyester blend, yellow in color, short sleeve shirt with <b>3 ½ inch</b> reflective lettering of EMS on back, zipper front with mock button closure, badge tab with full inner sling. Available as special order.
Item 43, Polo Shirt	<p>Black; short sleeve and long sleeve Polo style; two and three button placket; <b>no pocket</b>; 55/45 cotton/polyester; Arson Bureau has department patch embroidered directly on left side of shirt; embroidery of division and rank is sewn directly onto right side of shirt. Shirt length must allow for movement without shirttail pulling out of pant. All will be on special order.</p> <p>Blue; short sleeve and long sleeve Polo style; two and three button placket; reinforced left chest pocket; 55/45 cotton/polyester; Training division has patch sewn above left breast pocket; embroidery with gold lettering shall include:  Line One - <b>First Initial &amp; Last Name</b> (Ex: J. Smith)  Line Two – <b>Rank</b> (Ex: Captain)  Shirt length must allow for movement without shirttail pulling out of pant. All will be on special order.</p> <p>Communications Polo shirt embroidery will remain the same: Rank and Division.</p>

VI.

Attachment III Uniform Cost Sheet, is hereby revised by **adding** the following:

Uniform Item	Brand	Style Number	Cost
Arson Patch	Premier	ARSON	\$2.50
Gold/Silver Belt Buckle	Premier	P5114/P5115	\$3.00
Knit cap w/ small SAFD patch	Head to Toe	954563/SAFDS	\$6.10
Arson t-shirt	Jerzee	TSBKSS	\$8.99
Arson baseball cap w/ logo	Richardson Pro	412	\$12.99
Arson Badge	Blackington	PBG B2053A	\$44.99
Arson Coveralls w/patch	Dickies Deluxe	4879BK	\$37.49/\$43.49 (size 42 +)
Arson Jacket w/patch	Premier	PRE 9001	\$47.50
Arson Badge Holder	D&K	DK 512 Oval	\$10.00
Long Sleeve Light Blue uniform shirt	Fechheimer	FEC 35W5435	\$31.95
Short Sleeve Light Blue uniform shirt	Fechheimer	FEC 85R5435	\$28.00
Saucer Caps (Assistant Chief's)	Midway Cap	MCC 5 STARGLD	\$80.00
Short Sleeve Navy Blue (Tall) uniform shirt	Fechheimer or equivalent	85R5456 or equivalent	\$28.00
Long Sleeve Navy Blue (Tall) uniform shirt	Fechheimer or equivalent	35W5456 or equivalent	\$31.95

VII.

Attachment III Uniform Cost Sheet, is hereby revised by **amending** the following:

Uniform Item	Brand	Style Number	Cost
Socks (Black, Dress)	Burlington	BB100	\$4.50 *
Uniform Pants (BDU) Dark Blue	Propper or equivalent	F520138405 or equivalent	\$27.00

\* Original contract price listed \$6.50 per pair of dress socks. Price should have been \$4.50 effective October 1, 2003.

VIII.

Attachment III Uniform Cost Sheet, is hereby revised by **removing** the following:

Uniform Item	Brand	Style Number	Cost
Tennis shoes	Converse	M3310	\$31.00

IX.

Attachment V Outsizes/Special Orders, is hereby revised by **amending** the following:

Item	Below (Male)	Above	Below (Female)	Above
Shoes	8 M	12 – EEE	5 M	11
Arson Coveralls	Order as needed		Order as needed	
Arson Jacket	Order as needed		Order as needed	

X.

**Addition of Section XXXII., Transition Procedures Upon End of Fiscal Year and Contract Expiration**

32.1 At the end of each fiscal year, invoicing for CITY must be separated by 1) items ordered and received by Personnel, and 2) items ordered and not received, including backordered items.

32.2 It is the responsibility of the VENDOR to completely distribute outstanding orders, such as backordered items and orders ready for pick up that are remaining at the store at conclusion of contract.



XI.

All other terms, conditions, covenants and provisions of the COMMISSARY SYSTEM CONTRACT passed and approved by Ordinance No. 97878 on June 26, 2003 and previously agreed in said CONTRACT, save and except for the items set out above, which the undersigned parties agree are hereby amended and restated, and such other provisions as added herein.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2005.

CITY

VENDOR

CITY OF SAN ANTONIO

STERLING'S PUBLIC SAFETY, INC.

\_\_\_\_\_  
J. Rolando Bono  
City Manager

\_\_\_\_\_  
Sterling Thompson  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Martha Sepeda  
Acting City Attorney

Date: \_\_\_\_\_

COUNTY OF BEXAR )

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- 1.9 "Management Analyst" means the SAFD representative designated by the Fire Chief to monitor and administer this Contract and act as a liaison with **VENDOR**.
- 1.10 "Personnel" means any full time, permanent, paid employee who has been hired in substantial compliance with Chapter 143 of the Texas Local Government Code. Cadets are not considered "personnel" under this definition.
- 1.11 "Quality" means an acceptable level of quality to **CITY** and which is at least equal to comparable products manufactured and marketed by **VENDOR** and in conformity with the samples given to **CITY**, upon which the **CITY** relied in executing this contract with **VENDOR**, and the specimens of the Licensed Marks, attached hereto and incorporated herein as Attachment I, Licensed Marks.
- 1.12 "SAFD" means the San Antonio Fire Department.
- 1.13 "Service Facility" means **VENDOR**'s local facility approved by **CITY** for the operation of the Commissary System.
- 1.14 "Uniform" means clothing as listed in Attachment III, Uniforms Cost Sheet, attached hereto and incorporated herein.

## II. SCOPE OF SERVICES

- 2.1 **VENDOR** shall provide **CITY** with Uniforms that meet or exceed the current SAFD standards, specifications and policies in effect as of October 1, 2003. **VENDOR** shall provide all labor, materials, inventory, repairs, alterations and computer hardware and software to supply a complete uniform commissary system program. **VENDOR** shall operate a local Service Facility and shall maintain inventory of high quality items in proper quantities as provided for herein. **VENDOR** shall maintain a computerized inventory system on which it will track each employee's credit balance up to \$500.00 per year, track all items issued at the Service Facility, and track all items repaired and altered by the Service Facility. **VENDOR** understands that payment by **CITY** shall be made as products and services are delivered to **CITY** as set forth below:
- 2.2 **Apparel**
- 2.2.1 Apparel supplied by **VENDOR** shall be new, function in accordance with its intended use, and shall meet the Specifications as listed in Attachment II, Specifications, attached hereto and incorporated herein. **VENDOR** agrees that all necessary Licensed Marks shall be attached to those Apparel items requiring said Licensed Marks as provided in Attachment III, Uniform Cost Sheet, upon issuance at no additional cost to **CITY**. Substitution shall not be permitted without prior written permission of **CITY** in accordance with Section XX. Notice.
- 2.2.2 **VENDOR** shall provide **CITY** with a single sample of each item of Apparel prior to contract approval. **CITY** may randomly select up to two (2) samples per year per

Apparel item from the Commissary System without prior notice. **CITY** will evaluate the samples for compliance with the specification standards. All deviations from the specifications standard will be recorded and reported to **VENDOR**. **VENDOR** shall correct any deviation from the specifications at no additional cost to **CITY**, and to do so within thirty (30) days or this shall be grounds for termination of this Contract.

- 2.2.3 **Sizing.** **VENDOR** shall furnish a variety of Apparel in industry standard sizes which includes, but is not limited to: even and odd waist size pants with finished lengths fit, shirt neck half sizes with even and odd sized sleeve lengths, hats in one-eighth sized increments, half and full shoe sizes in all widths, even and odd sized jackets and coats, and even sized belts. **VENDOR** shall make the standard manufacturing sizes, including, but not limited to, Outsizes, attached hereto and incorporated herein as Attachment V, Outsizes, of the Apparel to meet the needs of the SAFD, at no additional charge.
- 2.2.4 **Minimum Inventory Requirements.** Effective October 1, 2003, **VENDOR** shall provide inventory of each item of Apparel sufficient to meet immediate turn-around times for all items including, but not limited to, items to be replaced at employee's expense.
- 2.2.5 Effective October 1, 2003, **VENDOR** shall provide inventory of each item of Apparel sufficient to meet immediate turn-around times for all items, and outsizes as established in Attachment V, Outsizes. The parties acknowledge and agree that, for those items of Apparel for which an immediate turn-around time is required, those items of Apparel shall be in stock at all times. All Apparel items in stock shall be dedicated exclusively to this CONTRACT.
- 2.2.6 The turn-round time for outsize special order Uniform items, as established in Attachment V, shall be thirty (30) days.
- 2.2.7 Unannounced inspections by **CITY** will take place on a regular basis to confirm the inventory sufficient to meet established turn-around times. Failure to maintain the inventory requirements or failure to provide the Apparel within the established turn-around times will be considered a default subject to the provisions of Article XV, Section 4, Termination for Cause. **CITY** further reserves the right to obtain items of Apparel from other sources if **VENDOR** does not provide the minimum inventory level requirements or established turn-around times set forth in this Section.
- 2.2.8 Replacement items with an immediate turn-around time must be stocked and available for immediate pickup at the Service Facility. If these Apparel items need repairs, tailoring or alteration, the schedule detailed in Section 2.3.2, Tailoring, Alterations and Repair, will be used. The times prescribed for turn-around times as listed herein shall be calculated from the date of receipt of voucher by **VENDOR**.
- 2.2.9 In the event **CITY** decides to provide SAFD personnel Apparel items not listed in Attachment III, Uniform Cost Sheet, **CITY** reserves the right to acquire said Apparel items from **VENDOR** or from another entity and disburse the items independently of the Commissary System.

## 2.3 **Tailoring, Alterations and Repair**

- 2.3.1 **VENDOR** shall work jointly with the **CITY** to develop the voucher that will be used to request repairs and replacements and shall be responsible for printing, updating, and stocking the requested voucher. **VENDOR** must have the capability to receive the voucher via electronic mail.
- 2.3.2 Repairs, tailoring, and alterations must be accomplished within the following turn-around times. Minor alterations, tailoring, and repairs must be done within 48 hours. "Minor alterations, tailoring, and repairs" shall consist of in-seam and out-seam repairs, tailoring, and alterations, small rips and tears, button replacement, affixing stripes, patches and braids, and trim replacement or other such repairs. All other repairs, tailoring, and alterations must be available for pickup at the Service Facility within three (3) business days from the time the Apparel item is received.
- 2.3.3 Failure to meet the established time periods herein required shall be considered a default subject to the provisions of Section XV. Termination.
- 2.3.4 **Replacement of Apparel.** **VENDOR** agrees that all necessary Licensed Marks shall be attached to those Apparel items requiring said Licensed Marks as provided in Attachment III, Uniform Cost Sheet, upon issuance at no additional cost to **CITY**.

## 2.4 **Facility Operations.**

- 2.4.1 Service Facility Location. **VENDOR** shall provide a Service Facility within 15 miles of City Hall at 100 Military Plaza, San Antonio, Texas 78205. Any and all service facilities shall have disability access in accordance with all Federal, State and local laws, rules and regulations. Any change in current Service Facility location shall require prior written approval of **CITY**. The Service Facility must be fully stocked with all Apparel specified in Attachment III, Uniform Cost Sheet, in quantities sufficient to ensure turn around times as outlined in Section 2.2.4, Minimum Inventory Requirements, are met. If **VENDOR** operates more than one service facility, then all service facilities must be fully stocked with all Apparel specified in Attachment III, Uniform Cost Sheet, in quantities sufficient to insure turn around times as outlined in Section 2.2.4, Minimum Inventory Requirements, are met.
- 2.4.2 **VENDOR** must meet and comply with all building and health codes and all applicable Federal, State, and local laws governing the operation of the Service Facility.
- 2.4.3 Service Facility Operating Requirements. The service facility must be open for service a minimum of six days per week, Monday through Friday from 7:00 A.M. to 6:00 P.M and Saturday 9:00 A.M. to 2:30 P.M except for the 12 approved City holidays (approved annually). Service facility staff shall provide prompt, courteous service to all SAFD personnel. The service facility will open other hours on an as needed basis as requested by the Fire Chief or his designated representative, at no additional costs to **CITY**. A cell

telephone must be established to provide for operation in the event of an emergency. **VENDOR** shall open and operate its Service Facility, at no additional cost to **CITY**, for additional hours in the event of an emergency called by **CITY** through its designee and shall remain in operation until verbal notification is given by **CITY** that such emergency has been addressed and ceases to exist.

- 2.4.4 The service facility must be prepared for operation and open for business no later than October 1, 2003.
- 2.4.5 The facility shall maintain separate and distinct areas for the servicing of the SAFD uniformed personnel. No other individuals shall be provided service in this area. The **CITY** reserves the right to change this requirement in consultation with the **VENDOR**. **CITY** must approve all items issued at the facility.
- 2.4.6 **VENDOR** must provide an Account Manager located in San Antonio solely dedicated to the **CITY** account. The Account Manager must be available to attend meetings regarding uniform issues upon request. The Account Manager must have an in-depth knowledge of the contract provisions, of all items provided under the contract and have access to all manufacturers providing the product. The Account Manager must have the ability and authority to make decisions on behalf of his or her employer, **VENDOR**.
- 2.4.7 **VENDOR** must provide a staffing plan capable of guaranteeing an employee in-store waiting time of no more than 30 minutes. Waiting time shall be defined as the point from which each employee arrives at the service facility until such time as his or her transaction is completed. **VENDOR** must have a method in place to track the waiting times.
- 2.4.8 **VENDOR** shall track employee balances, providing each employee with an initial credit balance of \$500.00. The **CITY** will not be responsible for any items purchased over the specified amount available for each employee. Security measures to control the distribution of items are the responsibility of the **VENDOR**. **VENDOR** shall provide apparel chosen by an employee, deducting agreed cost of any item purchased by an employee, allowing purchases to be made as long as the employee has a credit balance in his or her account. The employee is financially responsible for the purchase of any uniform items above the \$500 balance.

## 2.5 Computerized Inventory System Requirements

- 2.5.1 The uniform tracking program must be computerized. This tracking system will be utilized for distribution, inventory control, tracking of repairs and replacements for uniforms, tracking of employee expenditures and balances, and invoicing of items and services. This computerized inventory system must be in existence and already in use at the time of the proposal submittal. The system software should be compliant with the SAFD's current operating system, which is Windows 2000, and have potential to interface with Oracle or MSSQL databases. Application Programming Interface should be available if proprietary. A compact disk (CD) containing the ordering and tracking

system software must be provided to the **CITY** by October 1, 2003. If web-based application, **VENDOR** must provide secure URL for application transactions. All transactions done on the application must provide real time system updates of inventory availability, credit balance, etc. for the user. The **CITY** reserves the right to access the system and to audit the system at any time during the contract period.

- 2.5.2 **VENDOR** shall provide courteous service to all SAFD personnel. **VENDOR** shall open and operate its Service Facility, at no additional cost to **CITY**, for additional hours in the event of an emergency called by **CITY** through its designee and shall remain in operation until verbal notification is given by **CITY** that such emergency has been addressed and ceases to exist.
- 2.5.3 The Computerized Inventory System shall maintain information on each SAFD personnel including, but not limited to, available balance; PIN number; assigned location; rank; size; change in size, item type, size and quantity of items distributed; cost; expenditures and balances; date distributed; repairs, replacements requested, alterations and embroidery. On each item the system will track the date distributed, person distributed to, item cost, repairs performed, date items were ordered through system, incomplete orders, when items are ready for delivery, what items are on back order and lag time between order being placed and picked up. The system should track each SAFD transaction of each SAFD personnel through the life of the contract.
- 2.5.4 **VENDOR** shall generate monthly reports providing individual balances, statistical information on usage of items and services, inventory levels, item costs, repairs, up to date billing, and monthly invoices that will be supplied to the Fiscal Planning Manager of the SAFD or his/her designee, no later than the tenth (10<sup>th</sup>) of every month for the term of this Contract.
- 2.5.5 **VENDOR** must grant to the SAFD a non-transferable right to use the object code version of the **VENDOR**-developed software. **VENDOR** proprietary software of which the selected **VENDOR** is only a licensee, with no ownership rights, is subject to the selected **VENDOR**'s licensing agreement with the original software developer. The selected **VENDOR** must grant to the SAFD a non-transferable right to use all software and related documentation that is used to support this contract, for the life of the contract.
- 2.5.6 When requested by the SAFD, or within two months prior to the expiration or termination of the proposed contract, the selected **VENDOR** must deliver to the SAFD all software developed exclusively for the SAFD, and all data files developed under this contract in an accessible form at no additional cost. The SAFD shall have sole discretion in determining if data is provided in an accessible form.
- 2.5.7 Within thirty (30) days of the date of termination of this CONTRACT, **VENDOR** agrees to deliver to **CITY** all data files developed pursuant to, related to, or resulting from this CONTRACT in a comma delimited text file at no additional cost to **CITY**. **CITY** shall have fifteen (15) days from receipt of said text file to review the information to ensure that appropriate header information is contained in order to convert said information to a

usable format by **CITY**. In the event said appropriate header information or other information necessary to convert said text file to usable information by **CITY**, **CITY** shall advise **VENDOR** of such. **VENDOR** shall take any and all actions necessary to provide the information required as advised by **CITY**.

- 2.5.8 **CITY** or its designated representative shall have the right, during the term of this CONTRACT and up to 180 days after its termination, to access and to audit the system.
- 2.5.9 **VENDOR** acknowledges and agrees that any local government records created or received in the transaction of official business made pursuant to this CONTRACT and of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441, Texas Government Code. **VENDOR** agrees to abide by said provisions.
- 2.5.10 **Newly Hired Employees.** **VENDOR** shall make available Apparel items identified in section 2.7.4 and items listed on Attachment III at listed price to newly hired employees prior to entering the Fire Academy, unless otherwise identified in this contract. Newly hired employees are responsible for purchasing said items with their own funds and are not part of the **CITY** commissary credit system. Employees become eligible for commissary credit upon graduation from the Fire Training Academy with prorated credit amounts.

## 2.6 **Additional Service Requirements**

- 2.6.1 **Customer Support Requirements.** **VENDOR** must establish and maintain a local Telephone Inquiry Line upon commencement of this CONTRACT to handle program inquiries and emergency requests for Apparel by **CITY**. In case of emergency, **VENDOR** must supply a contact person, available by page at all times, to open and operate the Service Facility.
- 2.6.2 **VENDOR** must develop a general design and standard operating procedure manual based on the functional requirements for all phases of the service facility operation. The manual shall include, but is not limited to, sections defining employee tracking procedures, inventory control procedures, daily management, inspection procedures, and repair procedures. The manual shall serve as a point of reference and guide for the SAFD and the **VENDOR**'s personnel to resolve operations requirements and functional relationships of each phase of the program. The general design and standard operating procedures manual shall be subject to the approval of the Fiscal Planning Manager of the SAFD. The selected **VENDOR** shall submit its manual to the Fiscal Planning Manager of the SAFD by August 30, 2003.

## 2.7 **Minimum Inventory Requirements**

- 2.7.1 **VENDOR** must provide a detailed explanation of the minimum inventory they will stock



of each item listed in Attachment III. The inventory must be sufficient to meet established turn-around times on all items not including special orders or outsized items in Attachment V.

- 2.7.2 **Inventory Changes.** The SAFD may add, modify, substitute or delete items of clothing in whole or in part for any reason at any time upon written notice to the **VENDOR**. The SAFD shall endeavor to provide thirty (30) days notice in advance of any such action, but reserves the right to provide a lesser period of notification. Such action shall not give rise to any claim against the **CITY** or the SAFD for any such charges or compensation in addition to that provided hereunder. Additional items will be added at **VENDOR's** cost plus an agreed upon profit margin, not to exceed 10 percent. "**VENDOR's** cost" shall consist of actual fees incurred by **VENDOR** for storage shipping and handling of the additional items.

**VENDOR** may provide additional like footwear to the **CITY** in the second quarter of the initial year of the contract. **CITY** must approve samples of footwear and unit price. Price may not exceed unit price for equivalent item in Attachment III.

- 2.7.3 **Quality Control.** **VENDOR** shall be responsible for the monitoring and inspection of all work performed to ensure compliance with the Agreement requirements. The **CITY** reserves the right to inspect all items for quality. The **VENDOR** shall establish a complete Commissary System to ensure the requirements of the Agreement are provided as specified. The program shall include, but will not be limited to the following in accordance with the provisions listed herein:

- A. An inspection system covering all services furnished by the **VENDOR**.
- B. A checklist for use in reviewing performance during regularly scheduled or unscheduled inspections.
- C. The results of the inspections, including documentation of all corrective action taken shall be documented in on-going inspection reports along with the names of the individuals performing the inspections. These reports shall be made available to the SAFD Fiscal Planning Manager within twenty-four (24) hours of oral notification.
- D. The **VENDOR** shall be responsible for all work performed to ensure compliance with the Agreement requirements. The **VENDOR** shall be responsible for correcting all **VENDOR** deficiencies within four (4) calendar days after written or oral notification from the SAFD Fiscal Planning Manager or designated representative.

- 2.7.4 Balance of Inventory.** The **VENDOR** must purchase all remaining marked items in the current commissary that are new, unused and free of defects in workmanship from the current vendor prior to October 1, 2003. Marked items are defined as items held in inventory by the current **VENDOR** to which there is an attached logo of SAFD, including any item that is embroidered, printed, or bearing an attached licensed mark of SAFD. The current estimated value on the marked items is \$76,744.87. **VENDOR** may offer inventory purchased from previous vendor to SAFD employees at a cost not to exceed listed price on Attachment III, except for the cloth suppression jacket, which will be sold for \$50 (fifty) dollars. **VENDOR** may not require SAFD personnel to purchase inventory purchased from previous vendor.

The balance of the inventory of marked items shall be purchased by the SAFD at **VENDOR'S** actual cost at the end of the term of this proposed contract, unless the SAFD prior to its date of expiration terminates the contract for convenience. For purposes of termination for convenience by the SAFD, the SAFD may purchase from the **VENDOR**, at the Net Cost, an inventory of items sufficient to meet the needs of the SAFD, with respect to Commissary System for a sixty (60) business day period following termination. The SAFD will have the sole option to determine the items that sufficiently meet its needs. The SAFD shall not be obligated to purchase such inventory if termination shall be deemed to be for cause.

The balance of inventory of marked uniform items purchased by the **VENDOR** from Martin's Uniforms at the beginning of this agreement shall be purchased by the SAFD at the **VENDOR'S** actual cost at the end of the term of this agreement or following termination for convenience by the SAFD.

**VENDOR** shall make a good faith effort to sell marked uniform items purchased from previous vendor. An inventory check will be performed by the **CITY** to ensure that these uniforms items are being sold.

All patches will be sewn on uniform shirts at time of purchase.

### **III. LIQUIDATED DAMAGES**

- 3.1 If the **VENDOR** fails to have Commissary System operating and fully equipped as described in this CONTRACT at 12:00 AM, October 1, 2003, then the **VENDOR** may be subject to fixed and liquidated damages of five thousand dollars (\$5,000.00) per calendar day or portion thereof for each calendar day late.
- 3.2 If the **VENDOR** fails to have the items available for immediate issue, replacement or exchange, except for items identified as special order or outsized (See Attachment V), then the **VENDOR** may be subject to fixed and liquidated damages in accordance with **Schedule A**

SCHEDULE A Upon written notice from the SAFD, liquidated damages will be assessed beginning four (4) days after notification. If not resolved, the following rates for each calendar day, or portion thereof that the item in **Attachment III** is not available for distribution to a Member from the Commissary System will be assessed. After situation is cured, Contractor will be susceptible to liquidated damages for a thirty (30) calendar day period.

- |           |  |
|-----------|--|
| Day(s)    | Condition  |
| 1         | One (1) times the Unit Cost of each occurrence for the respective year in effect for each item.        |
| 2 or more | Five percent (5%) of the Unit Cost of each occurrence for the respective year in effect for each item. |
- 3.3 If the **VENDOR** fails to complete alterations, repairs and embroidery services within the time frames established herein, then the **VENDOR** may be subject to fixed and liquidated damages of five dollars (\$5.00) per day with a maximum of forty dollars (\$40.00) per occurrence, that the **VENDOR** fails to complete the work required.
- 3.4 If the **VENDOR** fails to provide all the necessary software in accordance with the contract requirements and within the time periods established herein, the **VENDOR** may be subject to fixed and liquidated damages of one thousand dollars (\$1,000.00) per calendar day, or portion thereof for each calendar day late.
- 3.5 **VENDOR** may be subject to fixed and liquidated damages of one hundred and fifty dollars (\$150.00) per hour or portion thereof that the computerized inventory control and tracking system, or computer system or any item of software or hardware fails to maintain uptime reliability rate of ninety nine point nine percent (99.9%) per month.
- 3.6 **VENDOR** may be subject to fixed and liquidated damages of one hundred and fifty dollars (\$150.00) per day, for failure to provide an in-store waiting time of no more than 30 minutes as agreed upon in the contract.
- 3.7 **VENDOR** may be subject to fixed and liquidated damages of one hundred and fifty dollars (\$150.00) per day, for failure to maintain operating hours and/or a distinct area for servicing SAFD uniformed personnel.

#### IV. TERM AND RENEWAL

- 4.1 **Initial Term of CONTRACT.** CONTRACT shall commence October 1, 2003, and shall terminate September 30, 2005, ("initial term"), unless extension or earlier termination shall occur pursuant to any of the provisions of this CONTRACT. However, continuation of this CONTRACT beyond the initial terms, is subject to and contingent upon annual appropriation by City Council as evidenced by passage of an ordinance.

4.2 **Renewal.** CITY, at its sole discretion, shall have the option to renew and extend this CONTRACT for up to three (3) one (1) year periods under the same terms and conditions as herein established, save and except price, which is agreed shall be as revised as stated in the following paragraphs.

4.3 In the event CITY exercises its option to renew, the parties agree that any change in cost as established in Section VI, Costs and Invoicing, shall be based on the Producers Price Index (PPI). Cost or repair, tailoring, and alteration shall not increase in renewal years. Renewal costs shall be calculated by multiplying the percentages of change in the index to the current contract pricing. For all other Apparel items in the Commissary System and for Uniform repairs, the PPI commodity code WPU03810221 Mens and Boys Work Clothing will be utilized.

To calculate changes in the PPI, two formulas shall be used:

To determine the index point change, the following formula shall be used:

Current PPI – Previous PPI = Index Point Change

To determine the percent change represented by the index, the following formula shall be used:

Index Point Change / Previous PPI X 100 = Percent Change

4.4 The parties further agree that, if CITY exercises its option to renew this CONTRACT, the base period for the first renewal period (Previous PPI) will be March 2004, final version. Unit costs shall bear the same ratio to the PPI for March 2004, final version (Current PPI), as the stated unit cost bear to the base year with the dollar figures to be adjusted accordingly. If final version data is not available for the stated month, the latest available month's data will be utilized. For following renewal periods, the base PPI will advance by one year.

4.5 Any decision by CITY to exercise its option to renew and extend this CONTRACT shall be subject to and contingent upon City Council approval as evidenced by passage of an ordinance. If approved by City Council, the parties agree to execute a signed writing evidencing the desire to renew this CONTRACT, as well as any changes in price as agreed upon by the parties.

4.6 In the event CITY shall elect not to renew the CONTRACT, CITY shall give notice of such within sixty (60) days of the expiration of the then current term to VENDOR in accordance with Section XX. Notice.

## V. GENERAL ASSURANCES

5.1 VENDOR covenants and agrees to perform all services described in this CONTRACT in a good and workmanlike manner to ensure accuracy and timeliness.

5.2 VENDOR agrees to have in its employ, at all times and at its own expense, a sufficient number of capable and qualified personnel to maintain and service the Commissary System. Personnel employed by VENDOR shall neither be employees of nor have any

contractual relationship with **CITY**. **VENDOR** warrants and certifies that **VENDOR** and any other person designated to provide service hereunder has the requisite training, license and/or certification to provide said services.

- 5.3 **VENDOR** agrees to assign a dedicated unit that is responsible for the task administration and work performance for this CONTRACT.
- 5.4 **VENDOR** shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees, that are now or may hereafter be levied upon its property, or upon **VENDOR**, or upon the business conducted on its property, or upon any of **VENDOR**'s property used in connection therewith; and shall maintain in current status all Federal, State, and local licenses and permits, required for the operation of the business conducted by **VENDOR**. Failure to comply with the foregoing provisions shall constitute grounds for termination or an Event for Cause of this CONTRACT by **CITY**.

## **VI. COSTS AND INVOICING**

- 6.1 **Cost.** **VENDOR** acknowledges and agrees that the unit prices provided for herein shall include unit cost, reports, profit, shipping, delivery, discount, storage and any and all other costs associated with this Commissary System, unless otherwise noted herein. No other charges are allowed.
- 6.2 **Cost of Each Apparel Item.** The **CITY** and the **VENDOR** agree to the fixed unit cost for each Apparel item as shown in Attachment III, Uniform Cost Sheet, attached hereto and incorporated herein for all purposes.
- 6.3 **Cost of Repairs of Uniforms.** The **CITY** and the **VENDOR** agree to a fixed unit cost for each type of repair and alteration as shown in Attachment IV, Cost of Repairs of Uniforms, attached hereto and incorporated herein for all purposes.
- 6.4 **Change in 2<sup>nd</sup> Year Costs.** Apparel items and repairs shall be calculated by multiplying the percentages of change in the PPI to the 1<sup>st</sup> year CONTRACT pricing as provided for in Section 4.3 Renewal. The PPI commodity code WPU03810221 Mens and Boys Work Clothing will be utilized. for determining 2<sup>nd</sup> year initial term prices, the previous PPI used will be March 2003, final version.
- 6.5 **Invoicing and Payment.** Commencing October 1, 2003, **VENDOR** shall provide an invoice to **CITY** by the 10<sup>th</sup> day of each month for every month of the term of this CONTRACT. Each invoice must contain the following information: (1) the Apparel item number (manufacturer's skew number); (2) the description of each Apparel item; (3) the Apparel item cost; (4) the repair, tailoring, or alteration requested; (5) the date repair, tailoring, or alteration completed; (6) the repair or alteration cost; (7) amount spent by the SADF employee, for an amount not to exceed \$500.00. Invoices indicating a price different from the cost provided herein will be corrected by **CITY** and paid at the corrected cost. The parties mutually agree that, in the event, **CITY** exercises its option to

renew that all renewal costs shall be calculated in accordance with Section IV. Term and Renewal. All items must be invoiced within sixty (60) days of purchase. Additional types of reports may also be requested by **CITY** and shall be generated at no additional charge. All individual invoices must be signed by employee and matched to the original voucher(s). Duplicate copies will not be accepted. **VENDOR** shall not accept any voucher thirty (30) days past the date on said voucher.

- 6.6 **CITY** agrees to remit payment to **VENDOR** within thirty (30) days of receipt by **CITY** of a properly prepared invoice; otherwise, **CITY** shall pay interest in accordance with applicable Texas statute. Said invoices shall be submitted to **CITY** via regular mail or by hand delivery or by other means approved by **CITY** at the following address: City of San Antonio, Fire Department, Attention: Management Analyst, 115 Auditorium Circle, San Antonio, Texas 78205. Payment is deemed to be made on the date of mailing of the check by **CITY**.

## **VII. OWNERSHIP OF PRODUCT**

- 7.1 **VENDOR** acknowledges and agrees that **CITY** shall own exclusively any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result of this CONTRACT and shall be used as **CITY** desires and shall be delivered to **CITY** at no additional cost to **CITY** upon request or termination of this CONTRACT without restriction on future use.
- 7.2 **VENDOR** agrees and covenants to protect any and all proprietary rights of **CITY** in any materials provided to **VENDOR**. Such protection of proprietary rights by **VENDOR** shall include, but are not limited to, the inclusion in any copy intended for publication or copyright mark reserving all rights to **CITY**. Additionally, any materials provided to **VENDOR** by **CITY** shall not be released to any third party without the express written consent of **CITY** and shall be returned intact to **CITY** upon termination of this CONTRACT. Any material provided by **CITY** to **VENDOR** which is deemed to contain proprietary or confidential material shall be clearly designated as such in writing by **CITY**.
- 7.3 No information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result of this CONTRACT shall be the subject of any copyright or proprietary claim by **VENDOR**.

## **VIII. LICENSING**

- 8.1 **CITY** is the owner and proprietor of various proprietary and other rights and interests in and to trade names, trademarks, and service marks ("Licensed Marks") which have acquired public recognition and goodwill appurtenant, which **VENDOR** recognizes, to said Licensed Marks, a portion of which **VENDOR** is authorized to adopt and use hereunder.

- 8.2 Subject to terms and conditions herein stated, **CITY** grants and **VENDOR** hereby accepts a non-exclusive, non-assignable, personal license to utilize the Licensed Marks solely on and in connection with Licensed Goods which are sold exclusively to **CITY**. **VENDOR** agrees that it will not use the Licensed Marks on any other products or sell the Licensed Goods to any third party. All use by **VENDOR** of the Licensed Marks inures to the benefit of **CITY**.

## **IX. WARRANTIES**

- 9.1 **Warranties on Apparel Item.** **VENDOR** warrants that, for a period of one (1) year after acceptance and delivery of each Apparel item, the Apparel item and its component parts shall be free from defects in material and workmanship and shall perform in accordance with the SAFD's standard specification or better. **VENDOR** further warrants that each Apparel item shall perform in accordance with its intended use. If the manufacturer's warranty is in excess of one (1) year, then **VENDOR** shall honor and provide said warranty for the period of time provided for the covered Apparel items. Warranty shall commence at the time of delivery, which time will be the receipt by the personnel of each Apparel item. **CITY** acknowledges that **VENDOR**'s warranty does not cover abnormal wear and tear or damage from chemicals, fire, misuse, accident or negligence. If the parties disagree as to whether these conditions exist or have occurred, the Fire Chief will designate a 3<sup>rd</sup> party to determine whether an item is defective. The parties acknowledge and agree that, under this warranty, if it is determined that an Apparel item is defective, **VENDOR** shall replace any such Apparel item at no cost to **CITY**. Any and all costs required to meet the obligations under this warranty shall be borne solely by **VENDOR**.
- 9.2 **Warranty on Tailoring and Repairs.** **VENDOR** warrants that, for a period of one (1) year after acceptance of repairs and tailoring, said repair and tailoring to the Apparel item or its component parts shall be free from defects in material and workmanship. **VENDOR** further warrants that the item shall perform in accordance with its intended use. **VENDOR** shall be obligated under this warranty to repair, or at **CITY**'s option, replace any defective item. Warranty shall commence at the time of delivery, which time will be the receipt by the personnel of each Apparel item. If the parties disagree as to the applicability of this warranty, **CITY** and **VENDOR** will designate a mutually acceptable third party to determine same. The parties acknowledge and agree that, under this warranty, if a determination is made in favor of **CITY**, **VENDOR** shall repair, or at **CITY**'s option, replace any defective item at no cost to **CITY**. Any and all costs required to meet the obligations under this warranty shall be borne solely by **VENDOR**.

## **X. INSURANCE**

- 10.1 Prior to the commencement of any work under this CONTRACT, **VENDOR** shall furnish an original completed Certificate(s) of Insurance to the **CITY**'s Fire Department, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon and which shall furnish and contain all required information referenced or indicated thereon.

The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to **CITY**. **CITY** shall have no duty to pay or perform under this CONTRACT until such certificate shall have been delivered to SAFD, and no officer or employee, other than **CITY's** Risk Manager, shall have authority to waive this requirement.

- 10.2 **CITY** reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and to modify insurance coverage and their limits when such increases are mandated by statute, but in no instance will **CITY** allow modification whereupon **CITY** may incur increased risk.
- 10.3 **VENDOR's** financial integrity is of interest to **CITY**, therefore, subject to **VENDOR's** right to maintain reasonable deductibles, **VENDOR** shall obtain and maintain in full force and effect for the duration of this CONTRACT, at **VENDOR's** sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to **CITY**, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
Commercial General (public) Liability Insurance to include coverage for the following:	
a. Premises/Operations	For Bodily Injury and
b. Independent Contractors Liability	Property Damage \$1,000,000
c. Products/Completed Operations	per occurrence; \$2,000,000
d. Personal Injury	general aggregate or its
e. Contractual liability	equivalent in umbrella or excess liability coverage.
Performance Deposit	\$1,442,000

- 10.4 **CITY**, during the term of this CONTRACT, shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by **CITY**, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by **CITY**, **VENDOR** shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof, provided **VENDOR** shall not be required to make any such changes unless required by statute.
- 10.5 **VENDOR** agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:



- Name **CITY** and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with **CITY**, with the exception of the workers' compensation and professional liability policies;
- **VENDOR's** insurance shall be deemed primary with respect to any insurance or self insurance carried by the **CITY** for liability arising out of operations under the contract with the **CITY**; and
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of **CITY**.

10.6 **VENDOR** shall notify **CITY** in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices under this Section shall be given to **CITY** and shall be conspicuously labeled FIRE COMMISSARY and mailed to the following addresses:

City of San Antonio  
Fire Department  
115 Auditorium Circle  
San Antonio, Texas 78205

City of San Antonio  
City Attorney's Office: Risk Management  
P.O. Box 839966  
San Antonio, Texas 78283-39966

- 10.7 If **VENDOR** fails to maintain the aforementioned insurance or fails to secure and maintain the aforementioned endorsements, **CITY** may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the CONTRACT; however, procuring of said insurance by **CITY** is an alternative to other remedies **CITY** may have and is not the exclusive remedy for failure of **VENDOR** to maintain said insurance or secure such endorsement. In addition to any other remedies **CITY** may have upon **VENDOR's** failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, **CITY** shall have the right to order **VENDOR** to stop work hereunder and/or withhold any payment(s) which become due to **VENDOR** hereunder until **VENDOR** demonstrates compliance with the requirements hereof.
- 10.8 Nothing herein contained shall be construed as limiting in any way the extent to which **VENDOR** may be held responsible for payments of damages to persons or property resulting from **VENDOR's** or its subcontractor's performance of the work covered under this CONTRACT.

## XI. INDEMNITY

- 11.1 **VENDOR** covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually or collectively, from and against any and all**

costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury or death and property damage, made upon CITY, directly or indirectly arising out of, resulting from or related to VENDOR's activities under this CONTRACT, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at VENDOR'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

- 11.2 It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by VENDOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNIFY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. VENDOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.
- 11.3 The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- 11.4 **VENDOR** shall advise **CITY** in writing within 24 hours of any claim or demand against **CITY** or **VENDOR** known to **VENDOR** related to or arising out of **VENDOR**'s activities under this **CONTRACT**.

## **XII. SUBCONTRACTING**

- 12.1 It is **CITY**'s understanding, and this **CONTRACT** is made in reliance thereon, that **VENDOR**, in the performance of services required hereunder, will use the following subcontractor:

Abundant Life (Silk Screen Printers)

- 12.2 Any deviation from this subcontractor list, in the form of deletions, additions or substitutions, shall be approved by City Council, in writing, prior to the provision of any services by said subcontractor.
- 12.3 Any work or services subcontracted by **VENDOR** shall be by written contract, and unless specific waiver is granted in writing by **CITY**, shall be subject by its terms to each and every provision of this **CONTRACT**. Compliance by subcontractor with the provisions of said **CONTRACT** shall be the responsibility of **VENDOR**.
- 12.4 **CITY** shall in no event be obligated to any third party, including, any subcontractor of **VENDOR**, for performance of services or payment of fees.

## **XIII. CONFLICT OF INTEREST**

- 13.1 **VENDOR** acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined therein, from having a financial interest in any contract with **CITY** or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity. **VENDOR** warrants and certifies that it, its officers, employees and agents are neither officers nor employees of the City or any of its agencies such as city owned utilities.

## **XIV. PERFORMANCE DEPOSIT**

- 14.1 **VENDOR** shall furnish **CITY** a performance deposit in the amount of \$1.442 million dollars within ten (10) days from final award of this **CONTRACT**, which award is

subject to City Council approval as evidence by passage of an ordinance. Failure to do so shall be an Event for Cause and will result in termination of the CONTRACT. The parties acknowledge and agree that it is a condition precedent to this CONTRACT to comply with this Section.

- 14.2 The performance deposit shall be in the form of a performance bond conditioned upon the faithful performance and execution of all duties and covenants required under this CONTRACT.
- 14.3 The performance deposit shall be released upon the written consent of **CITY** two (2) years from the date of expiration of this CONTRACT or completion of any litigation; whichever is later, provided that no Event for Cause has occurred.
- 14.4 The rights reserved to **CITY** with respect to the performance deposit are in addition to all other rights of **CITY**, and no action, proceeding or right with respect to the performance deposit shall affect any other right **CITY** has or may have.

#### **XV. TERMINATION**

- 15.1 For purposes of this CONTRACT, termination of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 15.2 **Termination Without Cause.** This CONTRACT may be terminated by either party upon written notice in accordance with Section XX. Notice. Such notice must specify an effective date of termination, which shall be not less than one hundred eighty (180) days after the date of receipt of the notice by the other party. If the notice does not specify a date of termination, the effective date of termination shall be one hundred eighty (180) calendar days after receipt of the notice by the other party.
- 15.3 **Defaults With Opportunity for Cure.**
  - 15.3.1 Should **VENDOR** fail to maintain minimum inventory or fail to meet the established turn-around times as required by Section 2.2.4, Minimum Inventory Requirement, same shall be considered a default. **CITY** shall deliver written notice of said default specifying such matter(s) in default. **VENDOR** shall have four (4) days after receipt of the written notice, in accordance with Section XX. Notice, to cure such default. If **VENDOR** fails to cure the default within such four-day cure period, **CITY** shall have the right, without further notice, to purchase any such Apparel item not maintained in **VENDOR**'s minimum inventory or for which **VENDOR** failed to provide within the established times from another vendor and offset the cost of said Apparel item(s) against **VENDOR**'s established future or unpaid invoice(s).
  - 15.3.2 Should **VENDOR** fail to tailor, alter, repair or replace within the established time periods in accordance with Section 2.3, Tailoring, Alterations and Repair. **CITY** shall deliver written notice of said default specifying such matter(s) in default. **VENDOR** shall have

four (4) days after receipt of the written notice, in accordance with Section XX. Notice, to cure such default. If **VENDOR** fails to cure the default within such four-day cure period, **CITY** shall have the right, without further notice, to repair, tailor, or alter any Apparel item with or from any other entity and offset the cost of said repair, tailoring, altering, or replacement against **VENDOR**'s future or unpaid invoice(s).

15.4 **Termination For Cause.** Upon written notice, **CITY** may terminate this CONTRACT upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this CONTRACT:

- a. **VENDOR** makes or allows to be made any material misrepresentation or provides any materially misleading information in connection with this CONTRACT, including, but not limited to, **VENDOR**'s proposal, or any covenant, obligation, term or condition contained in this CONTRACT; or
- b. **VENDOR** violates or fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this CONTRACT, except those events of default for which an opportunity to cure is provided herein; however, if such default as provided in Section 15.3, Defaults with Opportunity for Cure, exceeds the following, same shall be considered an Event for Cause, subject to the remedies as provided herein; or
- c. If **VENDOR** fails to maintain minimum inventory levels or established time periods as required by Section 2.2.4, Minimum Inventory Requirements, twelve (12) times within any consecutive twelve (12) month period during the term of this CONTRACT; or
- d. If **VENDOR** fails to repair, tailor, alter any Apparel item within the established time periods as required by Section 2.3, Tailoring, Alterations and Repair, twelve (12) times within any consecutive twelve (12) month period during the term of this CONTRACT; or
- e. **VENDOR** assigns this CONTRACT contrary to the terms hereof; or
- f. **VENDOR** ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this CONTRACT shall continue); or

if a receiver, trustee or liquidator is appointed for it or any substantial part of **VENDOR**'s assets or properties; or affect the goodwill appurtenant to the Licensed Marks; or

- g. **VENDOR** fails to provide a performance deposit as required by Section XIV. Performance Deposit; or
- h. **VENDOR** fails to comply in any respect with the insurance requirements set forth in this CONTRACT or performance deposit set forth in this CONTRACT; or
- i. **VENDOR** violates any rule, regulation or law by which **VENDOR** is bound or shall be bound while and in performing the services required under this CONTRACT; or
- j. **VENDOR** materially breaches the terms this CONTRACT; or
- k. **VENDOR** uses the Licensed Marks in its corporate or trade name.

15.5 **Termination By Law.** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.

15.6 **Effect of Termination.** Notwithstanding Section 15.3, Defaults with Opportunity for Cure, upon a decision to terminate by **CITY**, written notice of such shall be immediately provided to **VENDOR** specifying the effective date of termination, notice of which shall be given in accordance with Section XX. Notice.

15.6.1 Subject to 15.6.2, **VENDOR** shall affect an orderly transfer to **CITY** or to such person(s) or firm(s) as the **CITY** may designate, at no additional cost to **CITY**, all documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by **VENDOR** hereunder in accordance with Section XVIII. Record Retention and Accessibility of Records. Any record transfer shall be completed within thirty (30) days of the termination date and shall be completed at **VENDOR's** sole cost and expense.

15.6.2 Within thirty (30) days of the date of termination of this CONTRACT, **VENDOR** agrees to deliver to **CITY** all data files developed pursuant to, related to, or resulting from this CONTRACT in a comma delimited text file, with appropriate header information, at no additional cost to **CITY**. **CITY** shall have the right to review said information as provided in Section 2.2.4, Minimum Inventory Requirements.

15.6.3 Within thirty (30) days of the effective date of termination or expiration of this CONTRACT, **VENDOR** shall submit to **CITY** its claims, in detail, for the monies owed

by **CITY** for services performed under this CONTRACT through the effective date of termination; however, failure by **VENDOR** to submit its claims within said thirty (30) days shall not negate any liability on the part of **CITY** unless **CITY** has been materially prejudiced by any such delay, but in no event shall **VENDOR** submit its claims any later than 180 days after the effective date of termination or expiration of this CONTRACT.

- 15.6.4 Upon the effective date of expiration or termination of this CONTRACT, **VENDOR** shall cease all operations of the Commissary System. Upon receipt of notice termination, **VENDOR** shall provide **CITY** within thirty (30) days of receipt of said notice, a listing of all Apparel items held by **VENDOR** for repair, tailoring, alterations, as well as a listing of all minimum inventory held by **VENDOR**. **CITY** shall, at its sole option and discretion, except as provided below, purchase said minimum inventory from **VENDOR** at the prices listed herein, except as provided below. **CITY** shall also, at its sole option and discretion, allow **VENDOR** to complete any such repairs, alteration, tailoring, or cleaning. **CITY** shall give notice to **VENDOR** of its decision regarding these issues in writing. Notwithstanding anything to the contrary provided herein, **CITY** shall be obligated to purchase at **VENDOR** cost upon expiration or termination of this CONTRACT, any and all items held in inventory by **VENDOR** to which are attached a logo of **CITY**, including, but not limited to, any item on which is embroidered, printed, or attached any Licensed Mark of **CITY**. However, it is understood that **VENDOR** will not order any Licensed Mark Apparel items after receiving notice of termination or non-renewal unless approved by **CITY**. The parties further agree that no Licensed Marks shall be attached to Apparel items after receiving notice of termination or non-renewal unless approved by **CITY**.
- 15.6.5 Upon expiration or termination of this CONTRACT, all rights granted to **VENDOR** hereunder shall cease, and **VENDOR** shall refrain from further use of the Licensed Marks or any mark or name reasonably deemed by **CITY** to be similar to the Licensed Marks in connection with the sale, distribution, or promotion of products or services. **VENDOR** shall promptly deliver to **CITY**, or destroy, all materials bearing the Licensed Marks and shall certify said delivery or destruction to **CITY**, subject to the **CITY**'s duty to purchase logoed inventory as provided in Section 15.6.4.
- 15.6.7 **Termination not sole remedy.** In no event shall **CITY**'s action of terminating this CONTRACT, whether for cause or otherwise, be deemed an election of **CITY**'s remedies, nor shall such termination limit, in any way, at law or at equity, **CITY**'s rights to seek damages from or otherwise pursue **VENDOR** for any default hereunder or other action.

## **XVI. INDEPENDENT CONTRACTOR**

- 16.1 It is expressly understood and agreed by both parties hereto that **VENDOR** is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that **CITY** shall in no way be responsible therefore, and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

- 16.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint ventures or other similar such relationship between the parties hereto
- 16.3 Any and all of the employees of **VENDOR**, wherever located, while engaged in the performance of any work required by **CITY** under this CONTRACT shall be considered employees of **VENDOR** only and not of **CITY**. Any and all claims that may arise from the Worker's Compensation Act or any law, rule or regulation on behalf of said employees while so engaged shall be the sole obligation and responsibility of **VENDOR**.

#### **XVII. CONFIDENTIAL INFORMATION**

- 17.1 **VENDOR** shall secure the confidentiality of records and information that **VENDOR** may have access to in accordance with the applicable Federal, State, and local laws and regulations. This provision shall not be construed as limiting **CITY**'s or its authorized representatives right of access to records or other information under this CONTRACT.

#### **XVIII. RECORD RETENTION AND ACCESSIBILITY OF RECORDS**

- 18.1 **VENDOR** and its subcontractor(s) shall, during the term of this CONTRACT, maintain at its Service Facility adequate books and records of all transactions in which **VENDOR** engages with **CITY**.
- 18.2 **VENDOR** and its subcontractor(s), if any, shall properly, accurately and completely maintain all books, documents, papers, accounting records, computer records, software system, and other evidence pertaining to the services provided hereunder and shall make such materials available at its respective offices, at all reasonable times and as often as **CITY** may reasonably deem necessary, during the CONTRACT period for the purposes of accounting, auditing, or making copies by **CITY** and/or its authorized representatives.
- 18.3 Upon termination of this CONTRACT, **VENDOR** agrees to transfer to **CITY** at no cost to **CITY**, all documents, papers, records, charts, reports, and data produced as a result of or pertaining to the services rendered by **VENDOR** hereunder, according to the terms herein established. **VENDOR** may retain a copy of all such papers and documents as are described above.
- 18.4 **VENDOR** agrees to notify **CITY** immediately if a request is made by third person for information produced and/or maintained by **VENDOR** as a result of the provision of services under this CONTRACT. **VENDOR** shall immediately forward said request to **CITY** for response.

#### **XIX. MONITORING PROJECT PERFORMANCE**

- 19.1 **CITY**'s Fire Department staff will administer this CONTRACT and will monitor and evaluate **VENDOR** pursuant to the provisions hereof. **VENDOR** shall establish and



maintain appropriate documentation to verify performance and shall submit such documentation to **CITY's** Fire Department staff when requested, as often as reasonably deemed necessary by **CITY**, upon written notice thereof. **VENDOR** further agrees to reasonable on-site monitoring by representatives of **CITY**.

## **XX. NOTICE**

- 20.1 Unless specified otherwise, any notice required or permitted to be given under this **CONTRACT** shall be sufficient if given in writing and sent by certified mail, return receipt requested, postage prepaid to **CITY**, or to **VENDOR** at the addresses set forth below or to any other address of which written notice of change is given:

### **CITY**

City of San Antonio  
Fire Department  
ATTN: Management Analyst  
115 Auditorium Circle  
San Antonio, TX 78205

### **VENDOR**

Sterling's Public Safety, Inc.  
ATTN: Sterling Thompson  
6504 Bandera  
San Antonio, Texas 78238

## **XXI. ATTACHMENTS**

- 21.1 **VENDOR** understands and agrees that all attachments referred to in this **CONTRACT** are intended to be and hereby are, specifically made a part of this **CONTRACT**. Said attachments are as follows:

Attachment I	Licensed Marks
Attachment II	Specifications
Attachment III	Uniform Cost Sheet
Attachment IV	Cost of Uniform Repairs
Attachment V	Outsized/Special Orders

- 21.1 **VENDOR** understands and agrees that all such Attachments are a part of this CONTRACT, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by **VENDOR** as completely and fully as are the obligations, conditions, tasks, products and representations imposed by this CONTRACT.

## **XXII. GOVERNING LAW AND VENUE**

- 22.1 Venue of any court action brought directly or indirectly by reason of this CONTRACT shall be in Bexar County, Texas. This CONTRACT shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are to be performed in Bexar County, Texas.

## **XXIII. COMPLIANCE WITH ALL APPLICABLE LAWS**

- 23.1 **VENDOR** hereby agrees to provide all services required by this CONTRACT in compliance with all applicable Federal, State and local laws. **VENDOR** further agrees to provide all services required by this CONTRACT in compliance with the SAFD policies, procedures, and regulations in existence as of October 1, 2003.

## **XXIV. NON ASSIGNABILITY**

- 24.1 Notwithstanding Section XII, Subcontracting, **VENDOR** shall not assign any interest in this CONTRACT to any other party without the prior written consent of **CITY**. Any such assignment of interest is subject to City Council approval as evidenced by passage of an ordinance. Assignment of this CONTRACT within City Council approval constitutes cause for immediate termination.

## **XXV. GENDER**

- 25.1 Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

## **XXVI. CAPTIONS**

- 26.1 The captions contained in this CONTRACT are for convenience or reference only and shall in no way limit, enlarge or alter the terms and/or conditions of this CONTRACT.

## **XXVII. AMENDMENTS**

- 27.1 This CONTRACT, together with its authorizing ordinance and its attachments, constitute the entire agreement between the parties. No amendment, modification or alteration of the terms of this CONTRACT, unless otherwise expressly provided for herein, shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed

by the parties hereto, and subject to CITY council approval as evidenced by passage of an ordinance.

#### **XXVIII. NON-WAIVER**

- 28.1 CITY's granting or acceptance of extensions of time to comply with any CONTRACT covenant or condition will neither act as a release of **VENDOR** nor constitute a waiver of that or any other covenant or condition required in the CONTRACT. Therefore, CITY retains the ability to exercise its rights or remedies authorized under this CONTRACT.

#### **XXIX. SEVERABILITY**

- 29.1 If any clause or provision of this CONTRACT is illegal, invalid or unenforceable under present or future federal, state or local laws, including, but not limited to, the City Charter, City Code or Ordinances of the City of San Antonio, Texas, then, and, in that event, it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties to this CONTRACT that, in lieu of each clause or provision of this CONTRACT that is illegal, invalid or unenforceable, there be added as part of this CONTRACT a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

#### **XXX. ENTIRE AGREEMENT**

- 30.1 This CONTRACT, its attachments and its authorizing ordinance constitute the final and entire agreement between the parties hereto, superseding all verbal or written agreements, previous and/or contemporaneous agreements between the parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise, regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereto, duly executed by the parties hereto and subject to City Council approval.

#### **XXXI. ACKNOWLEDGMENT AND AUTHORITY**

- 31.1 Each of the parties hereto acknowledges that it has read this CONTRACT, understands its contents and has the requisite authority to execute this CONTRACT voluntarily.

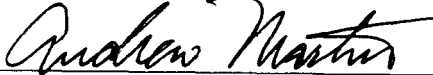
EXECUTED and AGREED to on this the 18<sup>th</sup> day of June, 2003.

CITY  
CITY OF SAN ANTONIO



Terry M. Brechtel  
City Manager

Approved as to form:



Andrew Martin  
City Attorney

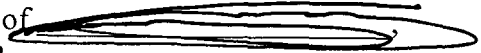
VENDOR

Sterling Public Safety Inc.

President

(Title)

on behalf of  
VENDOR



## Attachment I

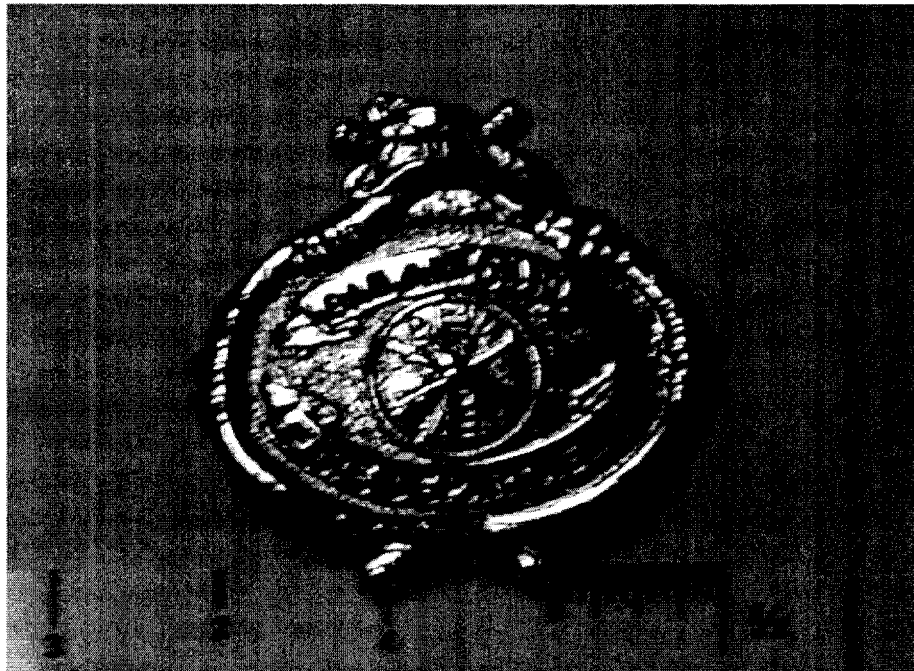
### Licensed Marks

1000 Lothe St  
San Prairie, WI  
877-638-3051 toll-free • (608)

transcend  
ARCHITECTS & ENGINEERS



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## Attachment II

### Specifications

MANDATORY ITEMS	SPECIFICATION/STANDARD
1) Belt	1 3/4" black, 100% leather, one piece construction, Garrison style with D-ring buckle; buckle to be available in silver and brass.
2) Badges	<ul style="list-style-type: none"> <li>• 2a) Fire Fighter - rho-glo, numbered sequentially, safety pin catch</li> <li>• 2b) Fire Apparatus Operator - rho-glo, numbered sequentially, safety pin catch</li> <li>• 2c) Lieutenant - hi-glo, one bugle, "LIEUTENANT" inscribed over the bugle, with "SAN ANTONIO FIRE DEPARTMENT" under the bugle, safety pin catch</li> <li>• 2d) Captain - hi-glo, two parallel bugles, "CAPTAIN" inscribed over the bugles, with "SAN ANTONIO FIRE DEPARTMENT" under the bugles, safety pin catch</li> <li>• 2e) District Chief - hi-glo, three crossed bugles, "DISTRICT CHIEF" inscribed over the bugle, with "SAN ANTONIO FIRE DEPARTMENT" under the bugles, safety pin catch</li> <li>• 2f) Assistant Chief - hi-glo, four crossed bugles, "ASSISTANT CHIEF" inscribed over the bugle, with "SAN ANTONIO FIRE DEPARTMENT" under the bugles, safety pin catch</li> <li>• 2g) Deputy Chief - hi-glo, four crossed bugles surrounded by red enamel, "DEPUTY CHIEF" inscribed over the bugles, with "SAN ANTONIO FIRE DEPARTMENT" under the bugles, safety pin catch</li> </ul>
3) Collar Insignia	<ul style="list-style-type: none"> <li>• 3a) Gold Bugles - single bugle pin for Lt.</li> <li>• 3b) Gold Bugles - double, parallel, bugle pin for Capt.</li> <li>• 3c) Gold Bugles - 3-crossed bugle pin for District Chief</li> <li>• 3d) Gold Bugles - 4-crossed bugle pin for Assistant Chief and Deputy Chief. see attached pictures.</li> </ul>
4) Dress Uniform for Chief and Training Officers	<ul style="list-style-type: none"> <li>• 4a) Dark blue, double-breasted blazer</li> <li>• 4b) Matching dress trousers</li> <li>• 4c) Plain white poly-cotton (65%/35% or 68%/32%), long sleeve dress shirt, 4.3-5.7 oz, badge tab, and epaulettes optional.</li> <li>• 4d) Gold lapel rank buttons, included on blazer (approximately 15/16" diameter, bugles on the button same as collar insignia, Deputy Chief design to be defined, see attached pictures). Gold vertical button will have "FD" inscribed on them.</li> <li>• 4e) Gold sleeve trim to match rank on trousers</li> <li>• Available in men and women's styles.</li> </ul>
5) Jacket with Liner	Poly-cotton (65%/35%), twill, dark blue, 7.5 - 8 oz. per yard, zipper front closure, hand warmer pockets in front, and removable zip in liner. SAFD patches on left shoulder, Paramedic or EMT appropriate patch on right

	shoulder. If employee is not Paramedic or EMT certified, American Flag will be on right shoulder.
6) Nametags	<ul style="list-style-type: none"> <li>• 6a) Gold – ½” high X 3” across all officers and above ranks -</li> <li>• 6b) Silver – ½” high X 3” across - firefighters and FAOs</li> </ul>
7) Patch American Flag	American Flag with gold border, see attached picture. (2”H X 3.5”W)
8) Patch EMT - Basic	As per TDH Guidelines, see attached picture. (4.75”H X 3.5W)
9) Patch EMT - Intermediate	As per TDH Guidelines, see attached picture. (4.75”H X 3.5W)
10) Patch Paramedic Certified	As per TDH Guidelines, see attached picture. (4.75”H X 3.5W)
11) Patch Paramedic Licensed	As per TDH Guidelines, see attached picture. (4.75”H X 3.5W)
12) Patch Hazmat	Current Standard Guidelines, see attached picture. (4.37H X 3.5)
13) Patch Tech. Rescue	Current Standard Guidelines, see attached picture. (4.37H X 3.5)
14) Patch SAFD	Current Standard Guidelines, see attached picture. (4.37H X 3.5)
15) Saucer Cap	<ul style="list-style-type: none"> <li>• 15a) Air Force Round Style, dark blue caps made with Polyester Gabardine - dark blue caps for Captain’s rank and below. 15b) Dark blue cap available separately</li> <li>• 15c) Air Force Round Style, white leatherette caps for District Chiefs and above</li> <li>• 15d) White cap available separately</li> <li>• 15e) All caps come with a cap badge - Cap badge is 1 5/8” diameter for Lieutenants and above, for privates and FAO have it 1 9/16” across.</li> <li>• 15f) All caps come with a cap band that is genuine midlon with black leatherette and lined with sweat protector– Privates have black cap band, FAO has silver cap band (expansion strap w/ button), Lieutenant and above have gold cap band (expansion strap w/button).</li> </ul>
16) Shoes	<ul style="list-style-type: none"> <li>• Hiker Style 6 in., black, all leather or combination of black leather and Cordura, steel toe.</li> <li>• Wellington style, 10 in. pull-on with steel toe, black, full grain leather</li> <li>• Military style lace-up, 8”, black, steel toe, leather with mesh inserts</li> <li>• Oxford, black, full grain leather,</li> </ul> <p>All styles to be ANSI rated. All styles will be available in ladies equivalents if manufactured. Multiple manufacturer’s/vendors to supply the above styles desirable.</p>
17) Tennis Shoes	Black, canvas, high top, lace up, with no brand marking (available as special order)
18) Shoe Laces	To replace laces for all stocked shoes in lengths of: 18a) 36 inches, 18b) 62 inches and 18c) 78 inches.

19) Socks	<ul style="list-style-type: none"> <li>• 19a) Black, poly-cotton, athletic socks,</li> <li>• 19b) Black dress (administrative duty) crew style</li> <li>• 19c) White athletic socks 78-80% cotton and 20-22% Nylon must be available also as special order.</li> </ul>
20) Tie	Black, standard tie. Not bow tie. Clip on acceptable.
21) T-shirt (short sleeve)	Poly-cotton (50%/50%), dark blue, short sleeve, white SAFD insignia on left breast with rank (3/8-inch white lettering) over insignia; bold 3" white letters "SAFD" printed on rear of shirt. Shirt length must allow for movement without shirttail pulling out of pant. Sleeve length must not extend past length of uniform shirt. T-shirts will come with a breast pocket.
22) Shorts	100% cotton, dark blue, 5.4 – 6.5 oz., elastic waist, no pockets, mid-thigh length (6-7 inches), SAFD patch silk-screened on left pant leg.
23) Uniform Pants Regular	Poly-cotton (65%/35%) material, 7.5-8 oz., dark blue in color, regular pant construction with two hip and side pockets. Women's and men's design or construction
24) Uniform Shirt Light Weight	Poly-cotton blend of 80%-62% Polyester and 38%-20% Cotton material, 3.75-4.5 oz., light blue, dark blue, long and short sleeves, safety panel over buttons on dark blue shirts. Flaps (mitered or scalloped) for front pockets on both colored shirts that will accommodate two, standard-size pens and have false front pocket to access glasses on left pocket. Full badge sling/tab on left chest centered above left pocket. When attaching badge, uniform shirt must not be penetrated. Concealed front button closure preferred. Shirt length must allow for movement without shirttail pulling out of pant. Women's and men's design or construction. SAFD patches on left shoulder, Paramedic or EMT appropriate patch on right shoulder. If employee is not Paramedic or EMT certified, American Flag will be on right shoulder. No Epaulettes preferred, if included they must be sewn down. All of the above specifications are requirements.
25) Uniform Shirt Heavy Weight	Poly-cotton (65%/35%) material for dark blue shirt and 100% Cotton for light blue shirt, 5.5 –7.5 oz., dark and light blue, long and short sleeves, safety panel over buttons on dark blue shirts. Flaps (mitered or Scalloped) for front pockets that will accommodate two, standard-size pins. Full badge sling/tab on left chest centered above left pocket. When attaching badge, uniform shirt must not be penetrated. Concealed front button closure preferred. No Epaulettes preferred, if included they must be sewn down. Shirt length must allow for movement without shirttail pulling out of pant. Women's and men's design or construction. SAFD patches on left shoulder, Paramedic or EMT appropriate patch on right shoulder. If employee is not paramedic or EMT certified, American Flag will be on right shoulder. All of the above specifications are requirements.



OPTIONAL ITEMS	SPECIFICATION/STANDARD
26) Bike Shirt	65% CoolMax / 35% Polyester blend, yellow in color, short sleeve shirt with 4 ½ in. reflective lettering of EMS on back, zipper front with mock button closure, badge tab with full inner sling. Available as special order.
27) Bike Shorts	100% Supplex <sup>®</sup> construction, two hip pockets, hip zipper closing, two bellows cargo pockets on the sides, elastic back/drawstring waist, black in color. Available as special order.
28) Bike Pants	Supplex <sup>®</sup> construction, elastic-back waistband with snap-button closure and inside drawstring, two bellow patch pockets, side pockets, back pocket with zip closures, Gusseted 10" out seam zipper and elastic stirrups on each leg, black in color. Available as special order.
29) Bike Jacket	Supplex <sup>®</sup> construction, shell is CoolMaX <sup>®</sup> mesh, 3M <sup>®</sup> Scotchlite <sup>®</sup> reflective striping around chest, back Two Velcro <sup>®</sup> belt keepers at waist, zippered hand warmer pockets with reinforced flaps, two-way zipper front with reinforced storm flap, elasticized waist, three inside pockets with Velcro and zipper closures, microphone tab, Black and yellow in color with EMS on back. Available as special order.
30) All weather Jacket	Black and dark blue are the jacket colors, Shell 100% Nylon, Lining 100% Nylon and Fill 65%/35% Olefin/Poly, SAFD patches on left shoulder, Paramedic or EMT appropriate patch on right shoulder. If employee is not Paramedic or EMT certified, American Flag will be on right shoulder.
31) Water Shoes	Two water rescue shoes. Workboot sole with zip-up 5mm neoprene upper and a wide, secure instep strap and 7mm insole cushions and the other has 7mm neoprene insole, lace-up synthetic leather and 5mm neoprene upper (All available as special order).
32) T-shirt (short sleeve)	Poly-cotton (50%/50%), black, short sleeve. No logo or rank imprint. T-shirts will come with a breast pocket.
33) T-shirt (long sleeve)	Poly-cotton (50%/50%), dark blue, long sleeve, white SAFD insignia on left breast with rank (3/8-inch white lettering) over insignia; bold 3" white letters "SAFD" printed on rear of shirt. Shirt length must allow for movement without shirrtail pulling out of pant. T-shirts will come with a breast pocket.
34) Rain coat	Orange/black reversible, full cut 36" long rain jacket featuring a leaf collar, storm flap, snap-front closure, badge patch, 10" side slits with snap closure, and silver 3M Scotchlite reflective material on orange side around chest and back and also around the cuffs on the sleeves, SAFD in bold 3 in. reflective letters on back, velcro or snap adjustable wrist closures, with removable black hood.
35) Rain Pants	Orange/black, reversible rain pants, elastic waist, reflective material on orange side on each leg below the knee to match proposed raincoat.

36) Lace in zipper	Zipper Boot Lace
37) Sweat Shirt w/logo	Dark Blue, poly-cotton (50%/50%), long sleeve, white SAFD insignia on left breast with rank (3/8-inch white lettering) over insignia; bold 3" white letters "SAFD" printed on rear of shirt.
38) Uniform Pant BDU	Poly-Cotton (65%/35%) material, dark blue in color, BDU pant construction with 6 pockets, reinforced seat, adjustable waist and drawstring leg closure.
39) Uniform Pant EMS Pant	Poly-Cotton (65%/35%), 6.5-8 oz. twill material, dark blue and black in color, EMS utility pants construction. Women's and men's design or construction.
40) Ball Cap - mesh	Solid dark blue and red, 100% polyester pro mesh, 6 panel, low profile, constructed crown, 6 sewn eyelets, pre-curved bill with a minimum of 8 row stitching, reinforced sweatband, overlap Velcro closure or fabric strap closure of matching fabric and one size fits all. SAFD reduced embroidered patch on front panel.
41) Ball Cap - solid	Solid dark blue and red, 85% acrylic and 15% wool, 6 panel, low profile, constructed crown, 6 sewn eyelets, pre-curved bill with minimum of 6 row stitching, reinforced sweatband, adjustable back strap with overlap Velcro closure or fabric strap closure of matching fabric and one size fits all. SAFD reduced embroidered patch on front panel.
42) Knit Cap	Dark blue; knit; one size fits all
43) Polo Shirt	Black and dark blue; short sleeve and long sleeve Polo style; two/three button placket; reinforced left chest pocket; Unisex sizing; 55/45 cotton/polyester; Training and Communication divisions have SAFD reduced patch sewn above left breast pocket; rank and division embroidered over right breast area. Rank and division embroidered with gold lettering. Arson Bureau has department patch embroidered directly on shirt. All embroidery of division and rank is sewn directly onto shirt also. Shirt length must allow for movement without shirttail pulling out of pant. All will be on special order.

## Attachment III

### Uniform Cost Sheet

<b>Mandatory Uniform Items</b>	<b>Brand</b>	<b>Style Number</b>	<b>Unit Cost</b>
Belt (Black)	Premier Leather	PL1613U	\$8.95
Badges - Fire fighter	Blackington	B1761	\$44.95
Badges - Fire App. Operator	Blackington	B487	\$47.95
Badges - Lieutenant	Blackington	B557	\$51.00
Badges - Captain	Blackington	B557	\$51.00
Badges - District Chief	Blackington	B557	\$51.00
Badges - Assistant Chief	Blackington	B557	\$51.00
Badges – Deputy Chief	Blackington	B557	\$51.00
Collar Insignia - Lieutenant	Blackington	A2908	\$11.50
Collar Insignia - Captain	Blackington	A2907	\$11.50
Collar Insignia - District Chief	Blackington	A2906	\$11.50
Collar Insignia – Assistant and Deputy Chief	Blackington	A2905	\$11.50
Dress Uniform Blazer - men's	Fechheimer	34892	\$199.95
Dress Uniform Blazer - women's	Fechheimer	34892	\$199.95
Dress Uniform Pants - men's	Fechheimer	32278	\$60.95
Dress Uniform Pants - women's	Fechheimer	32278	\$60.95
Dress Uniform Shirt (Plain White for men)	Fechheimer	35W5400	\$28.95
Dress Uniform Shirt (Plain White for women)	Fechheimer	126R5400	\$28.95
Dress Uniform Lapel Rank Buttons	Premier Insignia	P2620	\$0.00
Dress Uniform Gold Sleeve Trim	Premier Uniform	Sleeve Rings	\$0.00
Jacket (Dark Blue Poly-cotton)	Lions	3432/794	\$78.95
Nametags (Gold)	Premier Insignia	P19G	\$5.95
Nametags (Silver)	Premier Insignia	P19S	\$5.95
Patch (American Flag)	Premier Emblem	E1929	\$0.45
Patch (EMT - Basic)	Premier Emblem	E1752	\$1.05

Patch (EMT - Intermediate)	Premier Emblem	E1755	\$1.05
Patch (Paramedic - Certified)	Premier Emblem	E1750	\$1.05
Patch (Paramedic - Licensed)	Premier Emblem	E1749A	\$1.05
Patch (Hazmat)	Premier Emblem	Hazmat	\$1.95
Patch (Tech Rescue)	Premier Emblem	TR	\$1.95
Patch (SAFD)	Premier Emblem	SAFD	\$1.05
Saucer Cap (Dark Blue w/band and badge)	Premier Insignia Midway	P8004 5STAR	\$45.99
Saucer Cap separate (Dark Blue)	Midway	5STAR	\$28.95
Saucer Cap (White w/band and badge)	Premier Insignia Midway	P8004 5STARWH	\$45.99
Saucer Cap separate (White)	Midway	5STARWH	\$28.95
Saucer Cap Badge (separate from cap)	Premier Insignia	SAFDCM	\$27.95
Saucer Cap Band (separate from cap)	Premier Insignia	P8004	\$3.95
Shoes (Steel toed, hiker, Wolverine - male)	Wolverine	04014	\$76.95
Shoes (Steel toed, hiker, Wolverine - female)	Wolverine	04014	\$76.95
Shoes (Steel toed, hiker, Thorogood - male)	Thorogood	8046086	\$63.95
Shoes (Steel toed, hiker, Thorogood - female)	Thorogood	8046086	\$63.95
Shoes (Steel toed, hiker, Equivalent - male)	Nautilus	N1300	\$58.00
Shoes (Steel toed, hiker, Equivalent - female)	Nautilus	N1352	\$58.00
Shoes (Steel toed Wellington – Thorogood, male)	Thorogood	8046701	\$84.00
Shoes (Steel toed Wellington – Thorogood, female)	Thorogood	8046701	\$84.00
Shoes (Steel toed Wellington – Double H, male)	H & H	2656	\$106.95
Shoes (Steel toed Wellington – Double H, female)	H & H	2656	\$106.95
Shoes (Steel toed Wellington – Equivalent, male)	Durango	FR200	\$89.95
Shoes (Steel toed Wellington – Equivalent, female)	Durango	FR200	\$89.95

Shoes (Military style lace up, Thorogood - male)	Thorogood	8046087	\$65.95
Shoes (Military style lace up – Thorogood - female)	Thorogood	8046087	\$65.95
Shoes (Military style lace up, Bates - male)	Bates	2230	\$94.00
Shoes (Military style lace up – Bates - female)	Bates	2230	\$94.00
Shoes (Military style lace up – Equivalent - male)	HiTec	5166	\$69.95
Shoes (Military style lace up – Equivalent, female)	HiTec	5167	\$69.95
Shoes (Oxford, Thorogood, steel toe - male)	Thorogood	8046700	\$85.95
Shoes (Oxford, Thorogood, steel toe - female)	Thorogood	8046700	\$85.95
Shoes (Oxford Thorogood, non steel toe - male)	Thorogood	8346027	\$68.95
Shoes (Oxford Thorogood, non steel toe - female)	Thorogood	5346145	\$80.95
Shoes (Oxford, steel toe, Equivalent - male)	Thorogood	804-6100	\$80.95
Shoes (Oxford, steel toe, Equivalent - female)	Thorogood	804-6100	\$80.95
Shoes (Oxford, non steel toe, Equivalent - male)	Bates	2233	\$44.95
Shoes (Oxford, non steel toe, Equivalent - female)	Bates	2233	\$44.95
Tennis Shoes	Converse	M3310	\$31.00
Shoe Laces (36 inches)	Third Watch	TW1	\$0.99
Shoe Laces (62 inches)	Third Watch	TW2	\$0.99
Shoe Laces (78 inches)	Third Watch	TW3	\$0.99
Socks (Black, Athletic)	Burlington	BB601	\$4.75
Socks (Black, Dress)	Burlington	BB100	\$6.50
Socks (White, Athletic)	Burlington	BB601	\$4.75
Tie (Black)	Samuel Broome	90016BK	\$3.15
T-shirt, dark blue (Short Sleeve)	Premier Emblem Jerzees	Screen 29MP	\$8.95
Shorts - Athletic	Russell	15714	\$8.95
Uniform Pants (Regular) - male	Fechheimer	4954	\$32.95

Uniform Pants (Regular) - female	Fechheimer Bros. Flying Cross	4964	\$32.95
Uniform Shirt (L/S, Dark Blue) Lt. Wt. w/patches – men's	Fechheimer	35W5456	\$31.95
Uniform Shirt (L/S, Light Blue) Lt. Wt. w/patches – men's	Fechheimer	24W5125	\$28.00
Uniform Shirt (S/S, Dark Blue) Lt. Wt. w/patches – men's	Fechheimer	85R5456	\$28.00
Uniform Shirt (S/S, Light Blue) Lt. Wt. w/patches – men's	Fechheimer	74R5125	\$23.95
Uniform Shirt (L/S, Dark Blue) H. Wt. w/patches – men's	Fechheimer	25N5286	\$35.95
Uniform Shirt (L/S, Dark Blue) H. Wt. w/patches – women's	Fechheimer	25N5286	\$35.95
Uniform Shirt (S/S, Dark Blue) H. Wt. w/patches – men's	Fechheimer	286N5286	\$31.50
Uniform Shirt (S/S, Dark Blue) H. Wt. w/patches – women's	Fechheimer	286N5286	\$31.50
Bike Shirt	Olympic	CMA252	\$84.99
Bike Shorts	Olympic	OHS147	\$64.95
Bike Pants	Olympic	OCP588	\$99.95
Bike Jacket	Olympic	ONY673	\$169.95
Jacket Black Waterproof	Spiewak	SH3465	\$150.00
Jacket Navy Blue Waterproof	Spiewak	SH3465	\$150.00
Water Shoes	NRS	2335	\$49.95
Water Shoes	NRS	2338	\$59.95
T-shirt, black (Short Sleeve)	Jerzees	29MPBK	\$7.50
T-shirt, navy (Long Sleeve)	Jerzees	29LSC	\$10.95
Rain Coat	Neese	475RSJ3M2T	\$70.55
Rain Pants	Neese	457R13M	\$48.00
Lace in Zipper	Thorogood	Zipper	\$9.75
Sweat Shirt	Jerzees	4662	\$13.50
Uniform Pants (BDU) Dark Blue (men's)	Propper	F520138405	\$27.00
Uniform Pants (EMS) Black (men's)	Fechheimer	4981	\$54.95
Uniform Pants (EMS) Navy Blue (men's)	Fechheimer	4984	\$54.95

Uniform Pants (EMS) Navy Blue (women's)	Fechheimer	4994	\$54.95
Ball Cap – mesh (navy blue and red)	Richardson Pro Model	412	\$6.75
Ball Cap – solid (navy and red)	Nissun	W00L4	\$4.95
Knit Cap	Premier Emblem	KCB-1	\$3.95
Polo Shirt – Black S/S	Crystal Springs	9201	\$21.00
Polo Shirt – Black L/S	Crystal Springs	9204	\$28.00
Polo Shirt – Dark Blue S/S	Crystal Springs	9201	\$18.00
Polo Shirt – Dark Blue L/S	Crystal Springs	9204	\$25.00
Cadet T-shirt	Premier Emblem Jerzees	Screen 29MP	\$8.95
Cadet Shorts - Athletic	Russell	15714	\$8.95

\* All badge tabs/slides will be added to uniform items free of charge.

\*\* All epaulettes will be sewn down, if included on uniform shirts, free of charge.

\*\*\* Uniform shirts will be tailored to fit the women sizes free of charge.

\*\*\*\* On Uniform shirts, top of left chest flap pocket shall be open.

## Attachment IV

### Cost of Uniform Repairs

Repairs and Alterations	Unit Cost
Affix Patch (per patch)	\$0.00
Affix Sleeve Trim (Dress Uniform)	\$15.00
Alteration of Trouser Waist	\$2.95
Alteration of Trouser Length	\$1.95
Replacement of Zippers	\$1.95
Replacement of Snaps	\$0.40
Replacement of Buttons	\$0.40
Seam Repair	\$0.40
Embroidery	\$4.95



## Attachment V

### Outsizes/Special Orders

Item	Below (Male)	Above	Below (Female)	Above
S/L T-shirts	Small	2XL (Tall)	Small	2XL (Tall)
L/S T-shirts	Small	2XL (Tall)	Small	2XL (Tall)
Shirts	14.5 X 3	19.5 X 7(Tall)	30	42
Dress Shirts	14.5 X 3	19.5 X 7(Tall)	4	20
Pants	28	50	4	20
Jackets	S – Reg.	2XL - Long	Unisex	
Dress Coats / Pants	Made to Measure		Made to Measure	
Raincoats	XS	2XL	Unisex	
Shoes	8 M	12 - EEE	Order as needed	
Polos'	Order as needed		Order as needed	
Training Ball Caps	Order as needed		Order as needed	
FF & FAO Badges	Order as needed		Order as needed	
Bicycle Uniforms	Order as needed		Order as needed	
Nametags	Order as needed		Order as needed	
Water shoes	Order as needed		Order as needed	
Tennis shoes	Order as needed		Order as needed	
White socks	Order as needed		Order as needed	

AN ORDINANCE

**97878**

**AUTHORIZING THE CITY MANAGER, OR HER  
DESIGNEE, TO EXECUTE A CONTRACT IN THE  
AMOUNT OF \$1,442,000.00, WITH STERLING'S  
PUBLIC SAFETY, INC. TO SUPPLY THE SAN  
ANTONIO FIRE DEPARTMENT WITH UNIFORM  
ITEMS FOR THE PERIOD OF OCTOBER 1, 2003 TO  
SEPTEMBER 30, 2005, WITH THE OPTION FOR  
THREE ONE-YEAR EXTENSION.<sup>S</sup>**

\*\*\*\*\*

**WHEREAS**, the Collective Bargaining Agreement with Local 624 International Association of Fire Fighters, dated October 1, 1999, established a commissary system to supply uniforms to the City of San Antonio Fire Department personnel which was awarded to Martin's Uniforms, a Division of Superior Uniform Group, Inc., who currently holds the contract; and

**WHEREAS**, pursuant to the Collective Bargaining Agreement dated June 3, 2002, the City was required to release a new Request for Proposal seeking competitive bids from vendors for uniform items; and

**WHEREAS**, the City received proposals from Sterling's Public Safety, Inc. and Martin's Uniforms; and

**WHEREAS**, after careful consideration by the Review Committee, the City staff has selected Sterling's Public Safety, Inc. to supply uniform items to the Fire Department personnel for the period beginning October 1, 2003 and ending September 30, 2005 for the amount of \$1,442,000.00, with the option for three one-year extensions; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager, or her designee, is hereby authorized to execute a contract in the amount of \$1,442,000.00, with Sterling's Public Safety, Inc. to provide uniform items to the City of San Antonio Fire Department personnel for the period

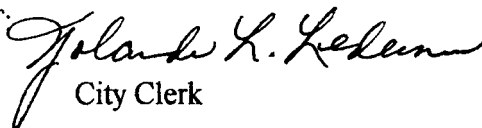
beginning October 1, 2003 and ending September 30, 2005, with the option for three one-year extensions, subject to and contingent upon annual appropriation by City Council as evidenced by passage of an ordinance. The contract is attached hereto as Attachment I and incorporated herein for all purposes. The terms of said contract are hereby approved and the City Manager, or her designee, is hereby authorized to execute said contract.

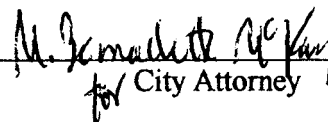
**SECTION 2.** Funding will not be expended by this Ordinance. The approval of the contract with Sterling's Public Safety, Inc. specified in this Ordinance is expressly contingent upon appropriation of funds.

**SECTION 3.** This ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 26<sup>th</sup> day of June, 2003.

  
MAYOR  
EDWARD D. GARZA

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney