



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 22-POL-R-568

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Howard Uniform Company ("Contractor"), a Maryland corporation with a place of business at 1915 Annapolis Road, Baltimore, Maryland 21230 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Contract 4600001760 and modifications, Exhibit B Updated Pricing together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the City of Charlottesville ("City") and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the City. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than February 2, 2022 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the City renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from February 3, 2023 to February 2, 2026 ("Subsequent Contract Term"). However, if the City does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish police uniforms.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Manish Butani
Howard Uniform Company
1915 Annapolis Road
Baltimore, Maryland 21230
Phone: (410) 727-3086
Email: mbutani@howarduniform.com

TO THE COUNTY:

Igor Scherbakov
Public Safety Procurement Specialist
Arlington County Police Department
1425 N. Courthouse Road
Arlington, VA 22201
Phone: (703) 228-0709
Email: ischerbakov@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

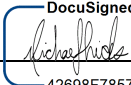
12. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

Howard Uniform Company

AUTHORIZED SIGNATURE:  DocuSigned by:
42698F7857C8447...
NAME: Michael Hicks
TITLE: Procurement Officer
DATE: 1/12/2022

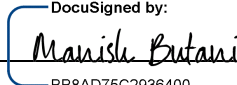
AUTHORIZED SIGNATURE:  DocuSigned by:
BB8AD75C2936400...
NAME: Manish Butani
TITLE: Vice President
DATE: 1/5/2022

EXHIBIT A

CONTRACT FOR POLICE UNIFORMS

THIS CONTRACT is made and entered into this 3rd day of February, 2020, by and between the CITY OF CHARLOTTESVILLE VIRGINIA (Hereinafter "City"), a political subdivision of the Commonwealth of Virginia, and HOWARD UNIFORM COMPANY (hereinafter "Contractor"), a Maryland corporation with its principal office at 1915 Annapolis Road, Baltimore, MD 21230.

"This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment."

In consideration of the mutual covenants and promises herein stated, the City and Contractor hereby agree as follows:

1. **SCOPE OF SERVICES**

The Contractor shall provide uniforms and accessories as per bid/proposal RFP#CPD UNIFORMS/20-03 and contractor's response to same dated October 24, 2019, and contractor's response to negotiations dated December 17, 2019.

2. **TERM**

Contract shall be for one year beginning date of ratified contract with the option to renew under the terms of the original agreement for up to five (5) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Not Seasonally Adjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. The City reserves the right to negotiate increases in excess of validated CPI if deemed to be fair and reasonable and in the best interest of the City.

3. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4. **BINDING EFFECT OF CONTRACT**

The terms, provisions and conditions of this Contract shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Contract) their assigns.

5. **COMPENSATION**

Contractor shall provide the item(s) for the compensation specified within **Exhibit 1**, attached and incorporated herein by reference.

6. **CONFLICTS OF INTEREST**

The Contractor represents to the City that its entering into this Contract with the City and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Acts (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) and any other applicable law or regulation.

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7. CONTRACT ADMINISTRATOR

The individual named below will service as the Contract Administrator and will be the point of contact at the City of Charlottesville for day-to-day operations under this Contract. The Contract Administrator cannot approve amendments or price changes to this Contract. The Contractor will channel all communications through:

Name: Sergeant Troy Hunt
Title: Sergeant, Charlottesville Police Department
City of Charlottesville, Police Department
Address: 606 E. Market Street Charlottesville, VA 22902
Phone: 434-970-3937
Email: huntt@charlottesville.org

The Contractor will not make any commitments or comments, or actions on behalf of the City of Charlottesville without the explicit direction of the Contract Administrator. The City reserves the right to change its Contract Administrator, upon notice to the Contractor.

8. CONTRACT DOCUMENTS

This contract shall consist of (i) this Form of Contract, (ii) the requirements of the City of Charlottesville's original Invitation for Bids/Request for Proposals, including all addenda, general and special conditions, specifications and drawings, (iii) the bid/offer submitted by the contractor, and (iv) item pricing spreadsheet, together with all modifications thereof, all of which documents are incorporated herein by reference.

9. CONTRACTOR'S CONTACT PERSON

Contractor's designated representative to receive all communications, claims and correspondence regarding this Contract is:

Name: Manish Butani
Title: Vice President
Howard Uniform Company
Address: 1915 Annapolis Road Baltimore, MD 21230
Phone: 410-727-3142
Email: mbutani@howarduniform.com

10. CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Procurement and Risk Management Services Division. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

11. COOPERATIVE CONTRACTING/USE OF CONTRACT BY THIRD PARTIES

It is the intent of this Contract to allow for cooperative procurement (Va. Code 2.2-4304 *et seq*). Accordingly, other public bodies may access this Contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the Contract may be extended to other public bodies as described in the RFP to purchase at fees in accordance with the Contract. No modification of this Contract or execution of a separate contract is required to participate. Participating entities will place their own orders directly with the Contractor and will fully and independently administer their use of the Contract to include contractual disputes, invoicing and payments without direct administration from the City. The City will not be liable for any costs or damages incurred

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by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the City is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

Use of the Contract does not preclude any participating entity from using other contracts or competitive process as the need may be

12. ENTIRE CONTRACT

This Contract represents the entire contract between the parties, and there are no other contracts or understanding between the parties, either verbal or written, which have not been incorporated herein.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of laws provisions. All litigation arising out of this Contract shall be commenced and prosecuted in the Circuit Court for the City of Charlottesville, Virginia.

14. HEADINGS

Section, article and paragraph headings contained within this Contract have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Contract.

15. INDEMNIFICATION

Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys' fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Contract, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

16. INDEPENDENT CONTRACTOR

Neither Contractor, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Contract or the contractual relationship established hereby. Contractor shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

17. INSURANCE REQUIREMENTS

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
- b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- e. Umbrella or Excess Liability Coverage
- f. Professional Liability Insurance

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Contractor may not, and shall not, perform any work or services under this Contract during any period of time in which the Required Insurance is not in effect. Contractor's failure to comply with the requirements of this section shall constitute a material breach of this Contract entitling the City to terminate this Contract without notice to Contractor and without penalty to the City.

WORKER'S COMPENSATION INSURANCE REQUIRED

Contractor shall not perform any work on this project unless he has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall not allow any subcontractor to perform any work on a City construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

ENDORSEMENTS TO REQUIRED INSURANCE POLICIES

Each insurance policy required by this Contract shall be endorsed to include the following clauses ("Required Endorsements"):

- (A) Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 30 days in advance; and
- (B) The City of Charlottesville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects the operations and activities of (or on behalf of) the named insured, performed under contract with the City of Charlottesville.

PROOF OF INSURANCE

Contractor shall provide the City with one or more certificate(s) of insurance confirming the insurance required by this Contract, signed by a person authorized by the insurance company to bind it to the representations contained therein. These certificates shall be provided to the City by Contractor upon execution of this Contract, then again (without demand by the City) on or before the expiration date of any policy and upon each anniversary of the Commencement Date of this Contract. Also, a certificate of insurance shall be provided to the City by the Contractor at other times throughout the Term of this Contract within ten days of a request therefor by the City. Upon demand by the City, Contractor shall furnish the City with copies of the Contractor's insurance policies, together with the Required Endorsements.

18. INTERPRETATION OF PROVISIONS

In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' contract.

In the event of any conflict between documents incorporated herein by reference then the following documents shall take precedence over the other incorporated documents in the order listed:

- (A) This Contract
- (B) The RFP/IFB
- (C) The Proposal/Bid

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19. MODIFICATION

This Contract may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Contract. Notwithstanding the foregoing, No fixed price contract may be increased by less than ten percent (10%) or \$25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

20. NO ASSIGNMENTS

Contractor shall have no right to assign, in any manner or fashion, any of the rights, privilege or interests accruing to it under this Contract to any other individual or entity, without the prior written consent of the City. In the event of an assignment Contractor shall remain fully liable for the performance of all obligations imposed by this Contract unless otherwise agreed, in writing, by the City.

21. NO WAIVER OF RIGHTS

No failure on the part of the City to enforce any of the terms or conditions set forth in this Contract shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Contractor shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of all or any part of this Contract by the City, for or during any period(s) following a default or failure to perform by the Contractor, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Contract.

22. NON-APPROPRIATION CLAUSE

Payment and performance obligations of the City, beyond the initial year of this Contract, are expressly conditioned upon the availability of and appropriation by the City of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City's obligations hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time following City Council's adoption of a budget, the City shall provide the Contractor with written notice of any non-appropriation or unavailability of funds affecting this Contract.

23. NONDISCRIMINATION

During the performance of this contract, Contractor agrees as follows:

- (A) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.
- (B) Contractor will, in all solicitations or advertisements for employees, state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.
- (C) Contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such

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prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- (D) Contractor will include the provisions of the foregoing paragraphs (A) and (B) in every subcontract or purchase order of over ten thousand (\$10,000), so that such provisions will be binding upon each subcontractor or vendor.

24. PAYMENT BY THE CITY

- (A) The City shall pay for completed services and delivered goods, on or before the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of this contract for the delivery of goods or the completion of services; or (ii) if such date is not established by this contract, not more than forty-five days after goods or services are received or not more than forty-five days after an invoice in a form acceptable to the City is rendered, whichever is later.
- (B) Invoices and other requests for payment must be supported by documentation acceptable to the City, in its sole discretion, confirming that the goods or services referenced within the invoice have been delivered or performed in accordance with this Contract. Within twenty days after the receipt of an invoice from the Contractor for goods delivered or services completed, the City shall notify the Contractor of any defect or impropriety which would prevent payment by the required payment date. Contractor must submit an invoice for final payment within _____ [a certain time] after completion and acceptance by the City of the services to be performed or after the City’s acceptance of the goods, whichever is applicable.
- (C) If Contractor is an individual, then he shall provide the City with his Social Security Number on or before commencement of performance of this Contract. If Contractor is a proprietorship, partnership, or corporation Contractor shall provide its federal employer identification number(s) to the City on or before its commencement of performance of this Contract.
- (D) The City agrees to pay the Contractor upon the satisfactory execution of this Contract, in lawful money of the United States according to the following mutually agreed upon schedule:

25. PAYMENT OF SUBCONTRACTORS

- (A) Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the contractor by the City for work performed by a subcontractor:
 1. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or
 2. Notify the City and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
- (B) Contractor shall pay interest to subcontractors on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the City for work performed by the subcontractor, except for amounts withheld as allowed in subdivision A 2 of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor’s obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. No contract modification may be made for the purpose of providing reimbursement for such

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interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as stated in this section, with respect to each lower-tier subcontractor.

26. PUBLIC DISCLOSURE OF CONTRACT DOCUMENTS

Contractor acknowledges and understands that this Contract, and all related public proceedings and records, shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.) and the Virginia Public Procurement Act (§ [2.2-4300](#) et seq.) Trade secrets or proprietary information submitted by the Contractor to the City in connection with this procurement transaction shall not be subject to public disclosure, provided that the Contractor timely invoked the protection of Va. Code § [2.2-4342](#) (F), prior to or upon submission of the data or materials to the City, in the manner prescribed by that statute.

27. SEVERABILITY

In the event that any term, provision or condition of this Contract, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

28. SMALL, DISADVANTAGED, WOMEN-OWNED AND MINORITY (SWAM) BUSINESS REPORTING:

The Contractor will identify and fairly consider small, disadvantaged, women-owned or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the City under this Contract. The Contractor will submit a quarterly SWAM business report to the City by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Contractor will submit the quarterly SWAM business reports to:

Finance Department
Procurement & Risk Management Services Division
E-mail: purchasing@charlottesville.org

The quarterly SWAM business reports will contain the following information:

- SWAM firms' name, address and phone number with which the Contractor has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the City's account.

29. TERMINATION

The City may terminate this Contract at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Contract in four (4) copies, each of which shall be deemed an original on the date first above written.

CITY OF CHARLOTTESVILLE:

CONTRACTOR:

Christopher V. Cullinan 2-20-2020
(Signature) Date

Manish Butani 2/5/2020
(Signature) Date

By: Christopher V. Cullinan
(Print name)

By: MANISH BUTANI
(Print name)

Title: Director of Finance

Title: VICE PRESIDENT

Funds Available:

Glen E. Pack 2/14/2020
(Signature) Date

Director of Finance or designee
Glen E. Pack

By: Comptroller
(Print name)

Approved as to Form:

Shoti Wainu 2/19/20
Asst. City Attorney Date

Contract for CHARLOTTESVILLE POLICE UNIFORMS
City of Charlottesville – POLICE DEPARTMENT
FEBRUARY, 2020

EXHIBIT 1

PRICING SCHEDULE/DISCOUNTS

Item pricing:

[Howard Uniform Item Pricing- RFP#CPD UNIFORMS 20.03.xlsx](#)

Additional Discounts

[HowardUniform CatalogLinks Discounts.xlsx](#)

RFP#CPD UNIFORMS/20-03 UNIT PRICING

| BRAND | ITEM # | COLOR | DESCRIPTION | UNIT PRICE (YEAR 1) |
|--------|--------|---------------------|---|---------------------|
| Blauer | 125 | Black | Commando knit watch cap to include "CPD" embroidered center - White block letters - 1 inch high | \$ 23.75 |
| Blauer | 26990 | Black/Hi-Vis Yellow | Reversible Raincoat - Long Version - No Hood | \$ 110.75 |
| Blauer | 26991 | Black/Hi-Vis Yellow | Reversible Raincoat - Short Version - No Hood | \$ 97.75 |
| Blauer | 107 | Black/Hi-Vis Yellow | Reversible Hat Rain Cover | \$ 10.78 |
| Blauer | 339 | Hi-Vis yellow | microphone tabs on both sides; "POLICE" in 3 inch silver reflective lettering front and back | \$ 59.75 |
| Blauer | 339 | Hi-Vis yellow | microphone tabs on both sides; "CROSSING GUARD" in 2 inch silver reflective lettering front and back - lettering will end up in two lines - "CROSSING" on top line and "GUARD" on bottom line | \$ 73.75 |
| Blauer | 339 | Hi-Vis yellow | microphone tabs on both sides; "TRAFFIC CONTROL" in 2 inch silver reflective lettering front and back - lettering will end up in two lines - "TRAFFIC" on top line and "CONTROL" on bottom line | \$ 73.75 |

CITY OF CHARLOTTESVILLE
Procurement & Risk Management Services

325 4th Street NW (zip 22903)
PO Box 911
Charlottesville, VA 22902

Phone: (434) 970-3860
Fax: (434) 970-3069

Purchasing@charlottesville.gov
<https://www.charlottesville.gov/297/Procurement-Risk-Management>



CONTRACT MODIFICATION

DATE: December 2, 2020

MODIFICATION #1

MODIFICATION TYPE: Renewal #1

CONTRACT TITLE: CPD Uniforms

CONTRACT NUMBER: 4600001760

CONTRACTOR: Howard Uniform Company
1915 Annapolis Road
Baltimore, MD 21230
Sent via email: mbutani@howarduniform.com

By mutual agreement of the City and the Contractor, contract 4600001760 is amended as follows:

Pursuant to the City of Charlottesville contract 4600001760, the contract is renewed for a one year period effective February 3, 2021 through February 2, 2022. Four additional one year renewal options remain. All other terms, conditions, specifications and pricing remain the same.

City of Charlottesville, Virginia

By: *Corey Richie* Date: 12/15/2020
Corey Richie (Dec 15, 2020 08:56 EST)

Title: Buyer II-Contracting Specialist

Contractor:

By: *Mich Buter* Date: 12/10/2020

Title: Vice President

If you do not want to renew this contract, please sign below and return to the City of Charlottesville.

DISCONTINUE: We desire to discontinue the contract.

Contractor:

By: _____ Date: _____

Title: _____

DISTRIBUTION:

Procurement – Contract File
Contract Administrator – Troy Hunt, Police Department





Contract Renewal Signature

Final Audit Report

2020-12-15

| | |
|-----------------|--|
| Created: | 2020-12-11 |
| By: | Donna Hoy (hoyd@charlottesville.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAhs83gLxbAPsPZIp2_bLMtP4H5rVGJANn |

"Contract Renewal Signature" History

-  Document created by Donna Hoy (hoyd@charlottesville.gov)
2020-12-11 - 8:58:55 PM GMT- IP address: 74.116.168.10
-  Document emailed to Corey Richie (richiec@charlottesville.gov) for signature
2020-12-11 - 9:00:16 PM GMT
-  Document e-signed by Corey Richie (richiec@charlottesville.gov)
Signature Date: 2020-12-15 - 1:56:14 PM GMT - Time Source: server- IP address: 216.30.188.144
-  Agreement completed.
2020-12-15 - 1:56:14 PM GMT

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Purchasing@charlottesville.gov
<https://www.charlottesville.gov/297/Procurement-Risk-Management>



REVISED CONTRACT MODIFICATION

DATE: November 16, 2021

MODIFICATION #2

MODIFICATION TYPE: Renewal #2

CONTRACT TITLE: CPD Uniforms

CONTRACT NUMBER: 4600001760

CONTRACTOR: Howard Uniform Company
1915 Annapolis Road
Baltimore, MD 21230
Sent via email: mbutani@howarduniform.com

By mutual agreement of the City and the Contractor, contract 4600001760 is amended as follows:

Pursuant to the City of Charlottesville contract 4600001760, the contract is renewed for a one year period effective February 3, 2022 through February 2, 2023. Three additional one year renewal options remain. All other terms, conditions, specifications and pricing remain the same except as follows.

- Price increase per attached revised item pricing effective February 3, 2022

City of Charlottesville, Virginia

By: *Dillon Smith* Date: 11/16/2021
Dillon Smith (Nov 16, 2021 09:14 EST)
Title: Buyer II

Contractor:

By: *Mark Deter* Date: 12/2/2021
Title: VICE PRESIDENT

If you do not want to renew this contract, please sign below and return to the City of Charlottesville.

DISCONTINUE: We desire to discontinue the contract.

Contractor:

By: _____ Date: _____
Title: _____

DISTRIBUTION:

Procurement – Contract File
Contract Administrator – Troy Hunt, Police Department

EXHIBIT B

Category 3-Professional Wear

1

| City of Charlottesville | RFP # CPD Uniforms/20-03 | | |
|--------------------------|---|--|----------|
| Howard Uniform | Supplier Catalog Links | | |
| Supplier Name | Website | Discounts off Most Current Price List Specified - Not The Website Pricing Except Where Specifically Stated | Discount |
| Military Luggage Company | https://militaryluggage.com/ | Web Price List on http://www.militaryluggage.com | 10% |
| Blauer | http://www.blauer.com | Blauer LE/Fire - Agency RETAIL Price List | 38% |
| Fechheimer/Flying Cross | https://flyingcross.com/ | Flying Cross Retail Price List | 38% |
| Fechheimer/Vertx | https://vertx.com/ | Vertx Retail Price List | 20% |
| 5.11 | http://www.511tactical.com | 5.11 Tactical LE/Fire - MSRP Price List | 30% |
| Sanmar | https://www.sanmar.com/ | Sanmar Retail Price List | 18% |
| Tri-Mountain | https://trimountain.com/ | Tri-Mountain Retail Price List | 18% |
| Tru-Spec / Atlanco | https://www.truspec.com/ | Atlanco MSRP Price List | 25% |
| Propper | https://www.propper.com/ | Propper MSRP Price List | 20% |
| VF Imagewear / Red Kap | https://www.vfimagewear.com | VF Imagewear Retail Price List | 20% |
| Elbeco | https://elbeco.com/ | Elbeco Retail Price List | 35% |
| Spiewak | https://www.spiewak.com/ | Spiewak - Retail Price List | 20% |
| Howard Uniform | www.howarduniform.com | Web Price List on http://www.howarduniform.com | 15% |
| Dutyman | http://dutyman.com/ | Dutyman - Current Retail Price List | 25% |
| Gould & Goodrich | http://gouldusa.com/ | G&G - Retail Price List | 32% |
| Horace Small | https://www.horacesmall.com/ | Horace Small - Retail Price List | 35% |
| Neese | https://neeseind.com/ | Neese - Retail Price List | 25% |
| Newport Harbor | https://anchoruniform.com | Anchor Uniform - Retail Price List | 25% |
| Otto International | https://ottocap.com/ | http://www.ottocap.com - Retail Price List | 18% |
| Rotcho | https://www.rothco.com/ | Rothco - Website MSRP Price List | 38% |
| SAI | https://apluscareerapparel.com/ | SAI - Retail Price List | 25% |
| Samuel Broome | http://www.broomeaccessories.com/ | Samuel Broome - Retail Price List | 35% |
| Stratton Hats | https://strattonhats.com/ | Stratton Hats - Retail Price List | 18% |
| Tact Squad | http://tactsquad.com/ | Tact Squad - Retail Price List | 25% |
| Taylors Leatherwear | https://taylorsleatherwear.com/ | Taylor's Leatherwear - Retail Price List | 12% |
| Blackinton | https://blackinton.com/ | Blackinton LE/Fire Badges Retail Price List (discount does not apply to commendation bars and insignia) | 35% |
| Blue Generation | https://bluegeneration.com/ | Blue Generation Retail Price List | 18% |
| Cobmex | http://cobmex.com/ | Cobmex Retail Price List | 25% |
| Dickies | https://www.dickies.com/home | Dickies Retail Price List | 25% |
| Edwards Garment | https://edwardsgarment.com/ | Edwards Retail Price List | 20% |
| Mocean | https://moceantactical.com/ | Mocean Retail Price List | 15% |
| First Tactical | http://firsttactical.com | First Tactical Retail Price List | 20% |
| | ** Discounts apply to base products only | ** All customization costs are additional | |
| | ** Oversize charges apply per each suppliers oversize price structure | | |



CITY OF CHARLOTTESVILLE
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www.charlottesville.gov

EXHIBIT C**Quantity contract**

This public body does not discriminate against faith-based organizations or against a bidder or offeror because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by state law relating to discrimination in employment. (Code of Virginia § 2.2.4343.1E and Code of the City of Charlottesville Chapter 2, Article XV, § 2-431).

Vendor Address

HOWARD UNIFORM COMPANY
1915 ANNAPOLIS ROAD
BALTIMORE MD 21230

Ship To/Bill To:

CHARLOTTESVILLE POLICE DEPARTMENT
606 E. MARKET ST.
CHARLOTTESVILLE VA 22902

Information

Contract Number 4600001760
Date 02/24/2020
Vendor No. 2688
Payment Terms Due immediately
Buyer/Phone Warehouse 9 /
Incoterms FOB FOB Dest. prepaid & allowed
Validity Start date 02/03/2020
Validity End date 02/02/2023
FIN 54-600-1202
VA Tax Exempt ID 10-546001202F-001

Page 1 of 4

| Item | Material/Description | Target Qty | UM | Unit Price | Amount |
|------|---|------------|----|------------|--------|
| 0010 | <p>PER ALL TERMS, CONDITIONS, AND PRICING OF RFP#CPD UNIFORMS/20-03, CONTRACTOR RESPONSE TO RFP AND NEGOTIATIONS</p> <p>CONTRACT TERM: 2/3/2022 - 2/2/2023 WITH THE OPTION TO RENEW UNDER THE TERMS OF THE ORIGINAL AGREEMENT FOR UP TO THREE (3) ADDITIONAL ONE YEAR TERMS IF AGREED UPON IN WRITING BY BOTH PARTIES.</p> <p>- A 7.9% PRICE INCREASE EFFECTIVE FEBRUARY 3, 2022</p> <p>CITY CONTRACT ADMINISTRATOR: TROY HUNT PHONE: 434-970-3937 HUNTT@CHARLOTTESVILLE.GOV</p> <p>CONTRACT'S REPRESENTATIVE: MANISH BUTANI PHONE: 410-727-3142 MBUTANI@HOWARDUNIFORM.COM</p> <p>202459 BLAUER COMMANDO KNIT WATCH CAP</p> <p>Valid from: 02/03/2020 To: 02/02/2021</p> <p>23.75 EA</p> <p>Valid from: 02/03/2021 To: 02/02/2022</p> <p>23.75 EA</p> | | | | |

NOTE: By accepting and performing this City of Charlottesville purchase order, the vendor agrees that the order is subject to the City's General Terms and Conditions for Purchase Orders, any Terms and Conditions set forth in the applicable solicitation (competitive sealed bidding and negotiations transactions) or request for quotations (small purchase transactions) and any Terms and Conditions added or otherwise incorporated by reference within a written contract of the parties. By accepting and performing this order, the vendor further agrees that the price(s) include shipping FOB destination unless otherwise stated herein. Terms and Conditions referenced above may be accessed by contacting the City's Procurement Division or at www.charlottesville.gov/299/Vendor-Registration.

SIGNATURE

Donna S. Hoy

(Authorized Official)

DATE

12/3/2021



CITY OF CHARLOTTESVILLE
 P.O. BOX 911
 CHARLOTTESVILLE, VA 22902
 Phone (434)970-3860
 www.charlottesville.gov

Quantity contract
Page 2 of 4

| Vendor Address | Information |
|---|---|
| HOWARD UNIFORM COMPANY 1915 ANNAPOLIS ROAD BALTIMORE MD 21230 | Contract Number 4600001760 Date 02/24/2020 |

| Item | Material/Description | Target Qty | UM | Unit Price | Amount |
|------|---|------------|----|------------|--------|
| 0020 | Valid from: 02/03/2022 To: 02/02/2023 25.63 EA 202460 BLAUER REVERSIBLE RAINCOAT | | | | |
| | Valid from: 02/03/2020 To: 02/02/2021 110.75 EA | | | | |
| | Valid from: 02/03/2021 To: 02/02/2022 110.75 EA | | | | |
| 0030 | Valid from: 02/03/2022 To: 02/02/2023 119.50 EA 202461 BLAUER REVERSIBLE RAINCOAT- SHORT | | | | |
| | Valid from: 02/03/2020 To: 02/02/2021 97.75 EA | | | | |
| | Valid from: 02/03/2021 To: 02/02/2022 97.75 EA | | | | |
| | Valid from: 02/03/2022 To: 02/02/2023 105.47 EA | | | | |
| 0040 | 202462 BLAUER REVERSIBLE HAT RAIN COVER | | | | |
| | Valid from: 02/03/2020 To: 02/02/2021 10.78 EA | | | | |
| | Valid from: 02/03/2021 To: 02/02/2022 10.78 EA | | | | |



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Quantity contract
Page 3 of 4

| Vendor Address | Information |
|---|---|
| HOWARD UNIFORM COMPANY 1915 ANNAPOLIS ROAD BALTIMORE MD 21230 | Contract Number 4600001760 Date 02/24/2020 |

| Item | Material/Description | Target Qty | UM | Unit Price | Amount |
|------|---|------------|----|------------|--------|
| 0050 | Valid from: 02/03/2022 To: 02/02/2023 202463 BLAUER HI-VIS VEST "POLICE" | 11.63 | EA | | |
| | Valid from: 02/03/2020 To: 02/02/2021 59.75 EA | | | | |
| | Valid from: 02/03/2021 To: 02/02/2022 59.75 EA | | | | |
| 0060 | Valid from: 02/03/2022 To: 02/02/2023 202464 BLAUER HI-VIS VEST "CROSSING GUARD" | 64.47 | EA | | |
| | Valid from: 02/03/2020 To: 02/02/2021 73.75 EA | | | | |
| | Valid from: 02/03/2021 To: 02/02/2022 73.75 EA | | | | |
| 0070 | Valid from: 02/03/2022 To: 02/02/2023 202465 BLAUER HI-VIS VEST "TRAFFIC CONTROL" | 79.58 | EA | | |
| | Valid from: 02/03/2020 To: 02/02/2021 73.75 EA | | | | |
| | Valid from: 02/03/2021 To: 02/02/2022 73.75 EA | | | | |



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Quantity contract

Page 4 of 4

| Vendor Address | Information |
|---|---|
| HOWARD UNIFORM COMPANY 1915 ANNAPOLIS ROAD BALTIMORE MD 21230 | Contract Number 4600001760 Date 02/24/2020 |

| Item | Material/Description | Target Qty | UM | Unit Price | Amount |
|------|---|------------|----|------------|--------|
| | Valid from: 02/03/2022 To: 02/02/2023 79.58 EA | | | | |