

# CONTRACT

## Between the City of Tallahassee ("City") and Galls, LLC ("Contractor")

CONTRACT NO. 5216

**SUBJECT OF CONTRACT:** Uniforms and Emblems for Tallahassee Police Department

**CONTRACT AMOUNT:**

\_\_\_ Exact Amount: \$ \_\_\_\_\_

**X** Exact Amount: \$ **683,677.00**  
(Subject to allowed adjustments as  
specified elsewhere in the contract.)

☐ Not To Exceed (NTE): \$ \_\_\_\_\_

☐ Estimate Only (EST):

☐ Commodity based upon Line Item Price

**LINE ITEMS AWARDED:** ☒ All ☐ Item(s): \_\_\_\_\_

**CONTRACT TERM:**

The performance period ("Term") of the contract will be as follows: The basic Contract Term is Three years, with Two one year extension periods for a total of Five years.

The term of the contract shall begin on the date stated above or, if no specific start date is provided herein, on the contract Execution Date (the "effective date") as evidenced by signature of the parties in the Contract Execution section below.

CONTACT PERSONNEL	
Contract Administrator: Keith Milton Telephone Number: (850) 891-8289 Email: <a href="mailto:Keith.Milton@talgov.com">Keith.Milton@talgov.com</a>	Technical Representative: Cassie Wheeler Telephone Number: (850) 891-4236 Email: <a href="mailto:Cassie.Wheeler@talgov.com">Cassie.Wheeler@talgov.com</a>
FOR CITY OF TALLAHASSEE INTERNAL USE ONLY	
<b>Type of Contract (Check One)</b> <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Fixed Price w/Economic Price Adjustment  <b>Type of Quantity Delivery (Check One)</b> <input type="checkbox"/> Definite Quantity <input type="checkbox"/> Indefinite Quantity <input checked="" type="checkbox"/> Requirements	<b>Item Type</b> X Commodities ___ Services  <b>Type of Contract Award (Check One)</b> <input checked="" type="checkbox"/> Single Award <input type="checkbox"/> Multiple Award
<b>Approval Level:</b> <input type="checkbox"/> ACM <input checked="" type="checkbox"/> Commission	<b>Approval Date:</b> 3/23/2022

REV: 3/2021

## **TABLE OF CONTENTS**

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference.

<b>INCLUDED</b>	<b>DESCRIPTION</b>
Contract Cover (Pages 1 and 2)	Contract Between the City and the Contractor
Section 1	Price Schedule
Section 2	Representations/ Certifications
Section 3	Statement of Work/ Specifications
Section 4	Contract Management
Section 5	General Terms and Conditions/ Miscellaneous Contract Clauses
Section 6	Attachments to Contract
Section 7	FTA's Terms for Federally Funded Programs

## **CERTIFICATION OF CONTRACTOR**

In response to the solicitation, I, the undersigned representative of the Contractor, hereby certify and represent as follows --

1. That I have read and examined the solicitation and all attachments thereto in full, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
2. That I am duly authorized by the Contractor to execute the contract binding the Contractor to the City; and
3. That the Contractor will satisfactorily perform all work under that contract in strict accordance with its terms and conditions.

## **CONTRACT EXECUTION**

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their duly authorized representatives below.

### **City of Tallahassee**

By:   
Veronica McCrackin (May 9, 2022 12:48 EDT)  
(Signature)

Veronica McCrackin  
Manager for Procurement Services

### **Galls, LLC**

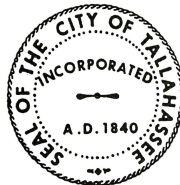
By:   
(Signature)

Mike Fadden  
(Print/Type Name, Title and Date)

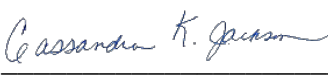
### **Attest**

By:   
(Signature)

James O. Cooke, IV  
City Treasurer-Clerk  
05/10/2022  
Execution Date



### **Approved As To Form:**

By:   
(Signature)

Cassandra K. Jackson  
City Attorney

## SECTION 1 - PRICE SCHEDULE

CONTRACTOR NAME: Galls, LLC

### THE CONTRACTOR AGREES --

To furnish the supplies and/or services, awarded in whole or in part by the City, at the price set for each item offered by the Contractor, in accordance with the terms and conditions of the contract.

### PRICE RELATED FACTORS

1. The price set for each item is a "firm-fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes, unless any of these factors are listed below as a separate line item.
2. Delivery shall be "F.O.B. Destination". Unless freight/handling fees are listed below as a separate line item, the price set for each item shall include all freight/handling fees, and
3. The Contractor is not exempt from the Florida Sales Tax on materials or services.

### CONTRACTOR PRICES

No.	Item Description	MFG Number	Est Annual Qty	Unit	Unit Price Years 1 - 3	Unit Price Years 4 & 5
LOT 1	Blauer Items					
1	Blauer S/S Polyester Supershirt; Various Colors	8675	75	EA	\$ 53.00	\$ 55.00
2	Blauer L/S Polyester Supershirt; Various Colors	8670	40	EA	\$ 57.00	\$ 60.00
3	Blauer Women's S/S Polyester Supershirt; Various Colors	8675W	75	EA	\$ 53.00	\$ 55.00
4	Blauer Women's L/S Polyester Supershirt; Various Colors	8670W	40	EA	\$ 57.00	\$ 60.00
5	Blauer Polyester Armorskin XP; Various Colors	8370XP	30	EA	\$ 94.00	\$ 98.00
6	Blauer Short Sleeve Polyester Armorskin Base Shirt; Various Colors	8372	45	EA	\$ 44.00	\$ 46.00
7	Blauer Women's S/S Polyester Armorskin Base Shirt; Various Colors	8372W	25	EA	\$ 44.00	\$ 46.00
8	Blauer L/S Polyester Armorskin Base Shirt; Various Colors	8371	55	EA	\$ 48.00	\$ 50.00
9	Blauer 4-PKT Polyester Pants; Various Colors	8650T	140	EA	\$ 46.00	\$ 48.00
10	Blauer Women's 4-PKT Polyester Pants; Various Colors	8650WT	40	EA	\$ 46.00	\$ 48.00
11	Blauer 6 Pocket Polyester Pants; Various Colors	8657T	130	EA	\$ 58.00	\$ 62.00

No.	Item Description	MFG Number	Est Annual Qty	Unit	Unit Price Years 1 - 3	Unit Price Years 4 & 5
12	Blauer Women's 6 Pocket Polyester Pants; Various Colors	8657WT	40	EA	\$ 58.00	\$ 62.00
13	Blauer Gore-Tex Snap On Rain Hood	9123	20	EA	\$ 22.00	\$ 23.00
14	Blauer Tacshell Pants; Various Colors	9825Z	8	EA	\$ 200.0	\$ 210.00
15	Blauer Gore-Tex Hi-Vis Supershell Jacket; Yellow/Dark Navy	9970V	8	EA	\$ 485.00	\$ 500.00
16	Blauer Softshell Fleece Jacket; Various Colors	4660	5	EA	\$ 110.00	\$ 115.00
17	Blauer Tacshell Jacket; Various Colors	9820	5	EA	\$ 240.00	\$ 255.00
18	Blauer Tacshell Pants; Various Colors	9825Z	8	EA	\$ 200.00	\$ 210.00
LOT 1	BLAUER ITEMS				\$145,380.00	\$101,320.00
LOT 2	SPIEWAK ITEMS					
1	Spiewak Professional Poly Vest Carrier; Various Colors	SCRPP93	85	EA	\$ 113.00	\$ 113.00
2	Spiewak Professional Poly L/S Base Layer Polo; Various Colors	SBLPP35	60	EA	\$ 53.00	\$ 56.00
3	Spiewak Professional Poly S/S Base Layer Polo; Various Colors	SBLPP30	85	EA	\$ 50.00	\$ 53.00
4	Spiewak Vizguard Airflow Public Safety Vest; Various Colors	S912	8	EA	\$ 40.00	\$ 42.00
5	Spiewak Public Safety Fleece/Liner; Various Colors	S327	30	EA	\$ 108.00	\$ 113.00
6	Spiewak Vizguard Two-Tone Responder Parka; Yellow/Black	S588VT	5	EA	\$ 182.00	\$ 190.00
7	Spiewak WeatherTech Systems Duty Jacket; Various Colors	S3616	25	EA	\$ 133.00	\$ 142.00
LOT 2	SPIEWAK ITEMS				\$74,490.00	\$51,392.00
LOT 3	BLACKHAWK! ITEMS					
1	Blackhawk! S.T.R.I.K.E. Platform Ambidextrous; Black	38CL63	95	EA	\$ 13.00	\$ 14.00
2	Blackhawk! Quick Disconnect System Kit; Black	430950	95	EA	\$ 30.00	\$ 31.00
LOT 3	BLACKHAWK ITEMS				\$12,255.00	\$8,550.00

No.	Item Description	MFG Number	Est Annual Qty	Unit	Unit Price Years 1 - 3	Unit Price Years 4 & 5
LOT 4	5.11 ITEMS					
1	5.11 Tactical Radio Pouch; Black	58718	95	EA	\$ 15.00	\$ 16.00
2	5.11 Women's TacLite Pro L/S Shirt; Various Colors Applicable	62070	5	EA	\$ 44.00	\$ 46.00
3	5.11 Stryke Pant; Various Colors	74369	95	EA	\$ 68.00	\$ 70.00
4	5.11 Stryke Women's Pant; Various Colors	64386	20	EA	\$ 68.00	\$ 70.00
5	5.11 TacLite Pro S/S Shirt; Various Colors	71175	10	EA	\$ 58.00	\$ 60.00
6	5.11 TacLite Pro L/S Shirt; Various Colors	72175	5	EA	\$ 47.00	\$ 50.00
7	5.11 Tactical Cotton Canvas Pant; Various Colors	74251	5	EA	\$ 47.00	\$ 48.00
8	5.11 TacLite Pro Ripstop Pant; Various Colors	74273	5	EA	\$ 47.00	\$ 48.00
9	5.11 TacLite Pro 9.5" Ripstop Short; Various Colors	73287	5	EA	\$ 47.00	\$ 48.00
10	5.11 TacLite Pro 11" Ripstop Short; Various Colors	73308	5	EA	\$ 47.00	\$ 48.00
11	5.11 Multicam TDU Rapid Assault Shirt	72185	60	EA	\$ 55.00	\$ 58.00
12	5.11 Utility S/S Polo; Various Colors	41180	5	EA	\$ 26.00	\$ 27.00
13	5.11 Rapid Assault Shirt; Various Colors	72194	5	EA	\$ 55.00	\$ 58.00
14	5.11 Stryke S/S Shirt; Various Colors	71354	5	EA	\$ 60.00	\$ 64.00
15	5.11 Tactical Bike Patrol Polo; Yellow/Black; TPD Police Patch on Both Sleeves; Badge Patch Left Chest	71322	15	EA	\$ 44.00	\$ 47.00
16	5.11 Stryke 11" Short; Black	73327	5	EA	\$ 60.00	\$ 64.00
17	5.11 Multicam TDU Pant	74350	15	EA	\$ 70.00	\$ 74.00
18	5.11 Stryke Pant; Various Colors	74369	100	EA	\$ 68.00	\$ 72.00
19	5.11 Flex Shotgun Ammo Pouch	56653	5	EA	\$ 30.00	\$ 30.00
20	5.11 Performance S/S Polo; Various Colors	71049	10	EA	\$ 38.00	\$ 40.00
21	5.11 Performance L/S Polo; Various Colors	72049	10	EA	\$ 46.50	\$ 45.00
22	5.11 Women's Performance S/S Polo; Various Colors	61165	5	EA	\$ 45.00	\$ 45.00
LOT 4	5:11 ITEMS				\$75,765.00	\$52,790.00

No.	Item Description	MFG Number	Est Annual Qty	Unit	Unit Price (Valid Years 1 - 3)	Unit Price (Valid Years 4 & 5)
<b>LOT 5</b>	<b>PROPPER ITEMS</b>					
1	Propper BDU Shirt L/S; Various Colors	F5452	25	EA	\$ 36.00	\$ 36.00
2	Propper BDU Trouser Button Fly 60/40 Twill; Various Colors	F5201	40	EA	\$ 33.00	\$ 35.00
3	Propper Men's Tactical Shorts, Black	F5253	5	EA	\$ 28.00	\$ 30.00
4	Propper Men's Lightweight Tactical Pants; Various Colors	F5252	5	EA	\$ 34.00	\$ 36.00
5	Propper Women's Lightweight Tactical Pant; Various Colors	F529550	5	EA	\$ 34.00	\$ 36.00
6	Propper Uniform BDU Trouser; Various Colors	F5250	5	EA	\$ 25.00	\$ 25.00
<b>LOT 5</b>	<b>PROPPER ITEMS</b>				<b>\$8,475.00</b>	<b>\$5,870.00</b>
<b>LOT 6</b>	<b>FLYING CROSS ITEMS</b>					
1	Flying Cross Command 100% Polyester Women's S/S Shirt; Various Colors	176R78	5	EA	\$ 47.00	\$ 50.00
2	Flying Cross Command 100% Polyester Men's S/S Shirt W/Zipper; Various Colors	85R78Z	5	EA	\$ 40.00	\$ 42.00
3	Flying Cross Command 100% Polyester Men's L/S Shirt W/Zipper; Various Colors	33W78Z	10	EA	\$ 53.00	\$ 55.00
4	Flying Cross Command 100% Polyester Women's L/S Shirt; Various Colors	F1 126R78	5	EA	\$ 53.00	\$ 55.00
5	Flying Cross Command 100% Polyester Gabardine Men's Pants; Navy	F1 3900	5	EA	\$ 43.00	\$ 45.00
6	Flying Cross Command 100% Polyester Gabardine Women's Pants; Navy	F1 3900W	5	EA	\$ 43.00	\$ 45.00
7	Flying Cross Command 100% Polyester Men's Single-Breasted Dress Coat F1 38800 w/Police Brass Buttons; Navy	38800	1	EA	\$ 140.00	\$ 148.00
8	Flying Cross Legend 55% Poly/45% Wool Men's Single-Breasted Dress Coat F1 34891 w/Police Brass Buttons; Navy	34891	1	EA	\$ 250.00	\$ 265.00

No.	Item Description	MFG Number	Est Annual Qty	Unit	Unit Price Years 1 - 3	Unit Price Years 4 & 5
9	Flying Cross Command 100% Polyester Women's S/S Shirt; Navy	177R78	5	EA	\$ 47.00	\$ 50.00
10	Flying Cross Command 100% Polyester Men's L/S Shirt W/Zipper; Navy and White	34W78Z	5	EA	\$ 53.00	\$ 55.00
11	Flying Cross Command 100% Polyester Women's Long Sleeve Shirt W/Zipper; Navy	127R78Z	5	EA	\$ 53.00	\$ 55.00
LOT 6	FLYING CROSS ITEMS				\$8,445.00	\$5,896.00
LOT 7	CORNERSTONE ITEMS					
1	Cornerstone Select L/S Snag-Proof Tactical Polo; Various Colors	CS410LS	30	EA	\$ 33.00	\$ 33.00
2	Cornerstone Select Snag-Proof Tactical Polo; Various Colors	CS410	30	EA	\$ 33.00	\$ 33.00
3	Cornerstone Ladies Select Snag-Proof Tactical Polo; Various Colors	CS411	30	EA	\$ 28.00	\$ 28.00
4	Cornerstone Select Snag-Proof Polo; Various Colors	CS412	30	EA	\$ 23.00	\$ 23.00
5	Cornerstone Ladies Select Snag-Proof Polo; Various Colors	CS413	20	EA	\$ 23.00	\$ 24.00
LOT 7	CORNERSTONE ITEMS				\$11,910.00	\$7,980.00
LOT 8	BLACKINTON ITEMS					
1	J2-S Namebar w/FC Seal; Various Colors	J2	75	EA	\$ 13.00	\$ 13.00
2	J6 Serving Since Bar; Various Colors	J6	60	EA	\$ 12.00	\$ 12.00
3	¾ IN Smooth Multi Star Insignia; Gold Plate	A5697	2	EA	\$ 23.00	\$ 24.00
4	Embossed Major Leaf Insignia Pair; Gold Plate	A1984	2	EA	\$ 22.00	\$ 22.00
LOT 8	BLACKINTON ITEMS				\$5,355.00	\$3,574.00
LOT 9	FLEXFIT ITEMS					
1	Flexfit 110 Pro-Formance Cap; Various Colors	19-4013	15	EA	\$ 12.00	\$ 13.00
LOT 9	FLEXFIT ITEMS				\$540.00	\$390.00

No.	Item Description	MFG Number	Est Annual Qty	Unit	Unit Price Years 1 - 3	Unit Price Years 4 & 5
LOT 10	OTTO ITEMS					
1	Otto Cap UPF 50+ 6 Panel Low Profile Ballcap; Various Colors	19-1275	30	EA	\$ 7.00	\$ 7.25
LOT 10	OTTO ITEMS				\$630.00	\$435.00
LOT 11	PORT AUTHORITY ITEMS					
1	Port Authority Dry Zone Grid Polo; Various Colors	K572	15	EA	\$ 13.00	\$ 14.00
2	Port Authority Ladies Dry Zone UV Micro-Mesh Polo; Various Colors	LK110	15	EA	\$ 14.00	\$ 15.00
3	Port Authority Dry Zone UV Micro-Mesh Polo; Various Colors	K110	20	EA	\$ 14.00	\$ 15.00
LOT 11	PORT AUTHORITY ITEMS				\$2,055.00	\$1,470.00
LOT 12	SPORT-TEK ITEMS					
1	Sport-Tek Full Zip Wind Jacket; Black and Navy	JST70	20	EA	\$ 35.00	\$ 37.00
LOT 12	SPORT-TEK ITEMS				\$2,100.00	\$1,480.00
LOT 13	DICKIES ITEMS					
1	Dickies Original 874 Work Pants; Various Colors	874	12	EA	\$ 25.00	\$ 26.00
2	Dickies Women's Relaxed Straight Stretch Twill Pants; Various Colors	FP321	5	EA	\$ 25.00	\$ 26.00
LOT 13	DICKIES ITEMS				\$1,275.00	\$884.00
LOT 14	MOCEAN ITEMS					
1	Mocean Tech Waterproof Bike Patrol Jacket With Removable Liner; Yellow/Black	6070	5	EA	\$ 155.00	\$ 155.00
LOT 14	MOCEAN ITEMS				\$2,325.00	\$1,550.00
LOT 15	TEAM 365 ITEMS					
1	Team 365 TT21 Men's Command Snag Protection Polo; Various Colors	TT21	10	EA	\$ 18.00	\$ 18.50
2	Team 365 TT21W Ladies Command Snag Protection Polo; Various Colors	TT21W	20	EA	\$ 15.00	\$ 16.00
LOT 15	TEAM 365 ITEMS				\$1,440.00	\$1,010.00



No.	Item Description	MFG Number	Est Annual Qty	Unit	Unit Price (Valid Years 1 - 3)	Unit Price (Valid Years 4 & 5)
LOT 16	CONDOR ITEMS					
1	Condor Fleece Watch Cap; Navy; Logo Embroidery	WC-006	20	EA	\$ 5.00	\$ 5.00
2	Condor S/S Combat Shirt With MultiCam	101144-008	15	EA	\$ 40.00	\$ 40.00
3	Condor Trident Battle Top; Black	101117	50	EA	\$ 25.00	\$ 26.00
LOT 16	CONDOR ITEMS				\$5,850.00	\$4,000.00
LOT 17	LIBERTY ITEMS					
1	Liberty ANSI 3 Reversible Police Raincoat w/Hood; Black/Lime Green; Heat Transfer on Back	586MFL	30	EA	\$ 68.00	\$ 68.00
LOT 17	LIBERTY ITEMS				\$6,120.00	\$4,080.00
LOT 18	TRU-SPEC ITEMS					
1	Tru-Spec 24-7 Series Men's Original Tactical Pants	1067	10	EA	\$ 72.00	\$ 72.00
LOT 18	TRU-SPEC ITEMS				\$2,160.00	\$1,440.00
LOT 19	VERTX ITEMS					
1	Vertx Women's Coldblack L/S Polo; Various Colors	VTX4030P	5	EA	\$ 38.00	\$ 40.00
2	Vertx Men's Coldblack L/S Polo; Various Colors	VTX4020P	5	EA	\$ 38.00	\$ 40.00
LOT 19	VERTX ITEMS				\$1,140.00	\$800.00
LOT 20	REFLECTIVE APPAREL ITEMS					
1	Reflective Apparel Ansi Class 3 Three Season Jacket; Lime Green	421-ST	10	EA	\$ 66.00	\$ 70.00
LOT 20	REFLECTIVE APPAREL ITEMS				\$1,980.00	\$1,400.00
LOT 21	ELBECO ITEMS					
1	Elbeco UFX S/S Ultra-Light Polo; Hi Viz Yellow	K5216	12	EA	\$ 80.00	\$ 83.00
2	Elbeco UFX L/S Ultra-Light Polo; Hi Viz Yellow	K5226	12	EA	\$ 83.00	\$ 84.00
LOT 21	ELBECO ITEMS				\$5,868.00	\$4,008.00
LOT 22	EMBROIDERY, SEW-ON, ALTERATIONS					
1	Logo Embroidery	n/a	200	EA	\$ 15.00	\$ 15.00
2	Specialty Logo Embroidery	n/a	150	EA	\$ 6.00	\$ 6.00
3	Badge Embroidery	n/a	200	EA	\$ 15.00	\$ 15.00
4	Police Patch Sew-On	n/a	500	PAIR	\$ -	\$ -
5	Badge Patch Sew-On	n/a	500	PAIR	\$ -	\$ -
6	Chevron Sew-On	n/a	200	PAIR	\$ -	\$ -

7	Insignia Sew-On	n/a	200	EA	\$ 1.00	\$ 1.00
8	Heat Transfer	n/a	150	EA	\$ 4.00	\$ 4.00
9	Text Embroidery	n/a	200	EA	\$ 4.00	\$ 4.00
10	Hemming, Pants	n/a	850	EA	\$ -	\$ -
11	Hemming, Shirt	n/a	850	EA	\$ -	\$ -
12	Addition of Velcro and Namestrip	n/a	200	EA	\$ 4.50	\$ 4.50
13	Garment Striping, Jacket	n/a	20	EA	\$ 2.50	\$ 2.50
14	Garment Striping, Pants/Trousers	n/a	20	EA	\$ 2.50	\$ 2.50
LOT 22	EMBROIDERY, SEW-ONS AND ALTERATIONS				\$28,500.00	\$19,000.00
GRAND TOTAL (GTL) AMOUNT FOR ALL ITEMS OFFERED FOR YEARS 1-3 AND 4&5					\$404,058.00	\$279,619.00
GRAND TOTAL FOR ALL YEARS					\$683,677.00	

FOR MISCELLANEOUS UNIFORM ITEMS NOT LISTED ABOVE, CONTRACTOR TO PROVIDE A 10% DISCOUNT FROM THE CURRENT PRICE LIST FOR EACH BRAND NAME CATALOG

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## **SECTION 2 – REPRESENTATIONS AND CERTIFICATIONS**

### **OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)**

COMPANY NAME: **Galls, LLC**  
MAIL ADDRESS: **1340 Russell Cave Rd.**  
**Lexington, KY 40505**  
TELEPHONE NO: (Toll-Free Preferred)  
VOICE: **800-876-4242**, EXTENSION:  
OTHER:  
FAX:  
EMAIL ADDRESS: [Bidreview@galls.com](mailto:Bidreview@galls.com)  
WEBSITE URL: [www.galls.com](http://www.galls.com)

### **COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)**

PERSON NAME: **Tiffany Brewer**  
TELEPHONE NO: (Toll-Free Preferred)  
VOICE: **859-876-4242**, EXTENSION:  
OTHER:  
FAX:  
EMAIL ADDRESS: [Bidreview@galls.com](mailto:Bidreview@galls.com)

### **PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")**

NAME: **Galls, LLC**  
MAIL ADDRESS: **PO Box 71628**  
**Chicago, IL 60694**  
TELEPHONE NO: (Toll-Free Preferred)  
VOICE: **850-876-4242**, EXTENSION:  
OTHER:  
FAX:  
EMAIL ADDRESS: [Ar@galls.com](mailto:Ar@galls.com)

### **WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)**

COMPANY NAME: **Galls, LLC**  
MAIL ADDRESS: **1340 Russell Cave Rd.**  
**Lexington, KY 40505**

## **SECTION 3 – STATEMENT OF WORK**

### **3.1 SCOPE**

Contractor is to provide quality, new uniforms and accessories per item description and specific Brand Name(s), as indicated in PRICE SCHEDULE, Section 1, on an “as needed” basis for a three (3) year period with an option to renew for up to two (2) additional, one (1) year renewals or any combination thereof. Tallahassee Police Department will routinely purchase from the Contractor the uniform and emblem items in Section 1 PRICE SCHEDULE and Attachments 1 – 8. The estimated annual quantity in Section 1 is given as a guideline and shall not guarantee the quantity that will actually be purchased. All items, details of construction or features not specifically mentioned herein which are regularly furnished on listed clothing items and accessories shall be furnished at no additional cost.

### **3.2 GENERAL REQUIREMENTS**

Contractor shall provide a customizable online ordering platform, where purchases can be placed, and purchase history detail can be readily obtained within 30 days of contract execution.

### **3.3 SIZING AND ALTERATIONS**

All clothing shall be furnished in sizes as required for proper fitting to the individual for whom it is intended. Contractor to size uniforms for the individual officers and alter as necessary at Contractor’s expense. Measurements of all uniformed personnel are to be taken by a qualified representative of the Contractor. Measurements to be taken locally at the time and place specified by the City of Tallahassee Police Department (TPD). Measurements will be performed by the contractor within five (5) calendar days of request. Measurements by the Contractor will be used to determine the standard size and proper fit. Contractor shall ensure a proper fit for all employees.

- 1) Standard Size Range for Men
  - a. Shirts, Jackets, Armorskin: XS-3XL
  - b. Pants, Trousers, Shorts: XS-3XL, 28-44”
    - i. Short, Regular, and Tall lengths
- 2) Standard Size Range Women
  - a. Shirts, Jackets, Armorskin: XS-2XL
  - b. Pants, Trousers, Shorts: XS-2XL, US 0-20, 25-44”
    - i. Short, Regular, and Tall lengths

Tallahassee Police Department garments ordered for specific persons named on an order shall be provided appropriately sized to correctly fit the individual but shall not be considered as made to measure or custom tailored. Contractor must provide a full range of sizes of the garments specified by TPD.

### **3.4 SAMPLES – EMBLEMS, EMBROIDERY, PATCHES, AND BADGES (SEE ATTACHMENTS 1-8)**

Embroidered patches and badges shall be supplied by the City to the vendor(s) and shall be sewn to shirts and jackets in a manner consistent with industry standards and as required by TPD. See Attachments below for greater detail

Attachment 1: Logo Embroidery  
Attachment 2: Specialty Logo Embroidery  
Attachment 3: Badge Embroidery  
Attachment 4: Police Patch  
Attachment 5: Badge Patch  
Attachment 6: Longevity Emblems  
Attachment 7: Heat Transfer  
Attachment 8: Text Embroidery

### **3.4.1 TPD CITY PATCH (ATTACHMENT 4)**

- 1) Background material
  - a. Twill, preshrunk and cured.
- 2) Color
  - a. Material for the background of emblem shall be Chip Gold No. 59. The inner border, lettering and design will be Dark Navy No.2 embroidery yarn. The outer Merrow type border shall be Chip Gold No. 59.
- 3) Construction
  - a. An open weave buckram must be used on the loom to give stability to base cloth. The emblems must be manufactured on Schiffli automatic type looms or equal.
  - b. The backing shall be thermal-plastic type backing with guaranteed shrinkage of one percent (1%) or less.
  - c. The emblem will have a single thread stitching throughout, double thread will not be permitted in any part of the emblem. The emblem must have a Merrow type over-edge border with an edge density of at least twenty-four (24) threads per inch. A running stitch shall be supported by a zigzag stitch, which shall be applied under the overlook Merrow edge to prevent the Merrow edge from pulling loose from the base fabric. The tail end from the Merrow process shall be pasted down and no tape shall be used. The finished emblem must be dye cut with a steel die to the exact shape and geometry of the approved design. The embroidery yarns to be used will be rayon only, no polyester yarns will be permitted.
  - d. The shape of the emblem for sworn positions shall be as provided in Attachment 4, the finished width at the widest point shall be 3 15/16" and length shall be 4 11/16" at the longest point. Thread and fabric samples must be furnished from approval prior to run unless manufacturer guarantees exact match from prior run. End product shall be washable, durable, and fade-proof.
  - e. Embroidered patches for civilian units shall have the same general specifications as sworn positions except sizing. The shape of the emblem shall be as provided in Attachment A, the finished width at the widest point shall be 3 15/16" and length shall be 5 5/16" at the longest point. Embroidered lettering at the top of the emblem will specify unit. The word POLICE for all civilian unit emblems shall be embroidered as shown.
    - i. Unit identifiers include but are not limited to FORENSIC, CADET, and CROSSING GUARD.
- 4) Orders
  - a. Orders for emblems will be no less than one hundred (100) in quantity.

### **3.4.2 CHEVRONS (ATTACHMENT 4)**

- 1) Background Material
  - a. Twill, preshrunk and cured.
- 2) Color
  - a. Material for the background of all Chevrons shall be Dark Navy No. 2. The stripes will be Chip Gold No. 59 embroidery yarn.
- 3) Construction
  - a. Finished width at the widest point for the large shall be 3" and length shall be 3 3/4" at the longest point. Finished width at the widest point for the small shall be 2 1/4" and length shall be 2 3/4" at the longest point. Thread and fabric samples must be furnished from approval prior to run unless manufacturer guarantees exact match from prior run
- 4) Orders
  - a. Orders for Chevron will be no less than one hundred (100) in quantity.

### **3.4.3 SPECIALTY UNIT PATCHES**

Patches for Honor Guard and Chaplin Units. See Attachment 4 for sample. Contact TPD for patch samples.

### **3.4.4 CADET CLOTH BADGE PATCH**

See Attachment 5 for sample. Contact TPD for patch samples.

### **3.4.5 TPD CLOTH BADGE PATCH**

See Attachment 5 for sample. Contact TPD for patch samples.

### **3.4.6 NAME TAGS BLACKINTON J2-S/LOT 8 – ITEM 1**

Polished silver or gold metal name plate with CALEA Accreditation logo, black lettering, block style with clutch back or one-piece safety catch attachments of proper size. Name to be specified when ordered.

### **3.4.7 SERVING SINCE PINS BLACKINTON J6/LOT 8 – ITEM 2**

Metal serving since plates in polished silver or gold with black lettering, block style. Year of service to be specified when ordered.

## **3.5 WARRANTY – CLOTHING**

Contractor shall fully warrant the items furnished against any defects in material or workmanship for a period of ninety (90) days. Should any defect be discovered within this period, the Contractor shall repair or replace such items within 21 working days upon notification.

## **3.6 WARRANTY – EMBLEMS AND BADGES**

The Contractor shall fully warrant the items furnished against any defects in material or workmanship. In the event items supplied to the City by the Contractor are found to be defective or do not conform to specifications, the City reserves the right to (a) cancel the order and return such items to the Contractor at the Contractor's expense and (b) require the Contractor to replace the materials at the Contractor's expense.

## **3.7 PRESSING, PACKAGING AND SHIPPING**

Shirts and pants should be carefully pressed. Trousers must be pressed with side seam, inseam and seat seam pressed open. Items should be individually packaged in polyethylene bags and shipped in strong containers to reduce the chance of damage during shipment. Shipment/Delivery shall be F.O.B. Destination, Freight included to Police Headquarters located at 234 7<sup>th</sup> Avenue, Tallahassee, FL 32301.

## **3.8 ACCEPTABLE DELIVERY TIMEFRAMES**

Standard stock sizes of garments should be delivered to the Tallahassee Police Department within 21 working days from the date of the order. Tailored/altered garments should be delivered to the Tallahassee Police Department within 28 working days from the alteration if ordered. Backordered items shall be delivered within ten (10) working days from the backorder notification date.

**TPD reserves the right to make purchases of the items listed in the Section 1, Price Schedule from available suppliers when necessary.**

## **SECTION 4 – CONTRACT MANAGEMENT**

### **4.1 CITY REPRESENTATIVES**

#### **4.1.1 CONTRACT ADMINISTRATOR**

Responsible for acting on behalf of the Manager of Procurement Services Office (PSO), as delegated. Duties include, but are not limited to --

- a. Overall liaison between the City and the Contractor.
- b. Overall contract administration (maintain contract files; process contract modifications, cancellations, or terminations.).
- c. Assist and advise City departments and subordinate units on purchasing matters.
- d. Resolve conflicts between the City and the Contractor, when such conflicts cannot be resolved by the Technical Representative, to include, interpreting and enforcing contract requirements.

#### **4.1.2 TECHNICAL REPRESENTATIVE(S)**

Duties include, but are not limited to --

- a. Serve as liaison between the PSO and the Contractor on technical issues.
- b. Place orders against this contract, if applicable.
- c. Conduct evaluation and report on the Contractor's performance.
- d. Reviews and recommends action on the Contractor payment requests.
- e. Alerts the Contract Administrator of developing and unresolved problems.

### **4.2 CONTRACTOR REPRESENTATIVES**

The Contractor's representatives on this contract responsible for contract management are those persons identified by the Contractor in the Representations and Certifications Form and as required by any other clause to this contract.

### **4.3 CHANGES TO DESIGNEES**

If different representatives are designated by either party during the term of the contract, notice of any changes (name, address, telephone numbers, or other contact information) will be promptly rendered in writing to the other party. Changes to designees shall be handled between the City's Contract Administrator and the Contractor's Contract Manager.

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## **SECTION 5 – GENERAL TERMS AND CONDITIONS**

### **5.1 INSURANCE REQUIREMENTS**

a. Prior to commencing work, the Contractor shall procure and maintain at the Contractor's own cost and expense throughout the Term of the contract the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Contractor, its agents, representatives, employees or subcontractors:

(1) Commercial General/Umbrella Liability Insurance - \$500,000 limit per occurrence for property damage and bodily injury. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

(2) Business Automobile/Umbrella Liability Insurance- \$500,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(3) Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$500,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor is otherwise required by law to provide such coverage.

#### **b. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers ("City Insureds"); or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

#### **c. Other Insurance Provisions**

(1) Commercial General Liability and Automobile Liability Coverage

(i) The City Insureds are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which the Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City Insureds.

(ii) The Contractor's insurance coverage shall be primary insurance as respects the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.



- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) **Workers' Compensation and Employers' Liability and Property Coverage**  
The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Contractor in the performance of services under this contract.
- (3) **All Coverage**
  - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
  - (ii) If the Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this contract and obtain damages from the Contractor resulting from said breach.
  - (iii) Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, further notice to the Contractor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Contractor.
- d. **Acceptability of Insurers**  
Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.
- e. **Verification of Coverage**  
The Contractor is reminded that regardless of what the State of Florida requirements for insurance are (including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for entities wishing to enter into a contract with the City. The Contractor shall furnish the City with certificates of insurance and with original endorsements providing evidence of coverage required by this Section. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be submitted and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.
- f. **Subcontractors**  
The Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

## 5.2 **PAYMENTS**

- a. The City shall pay the Contractor, either by government credit card or upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract, less any deductions provided in this contract.
- b. It is the policy of the City to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Section 218.70 Florida Statutes.

## 5.3 **SUBMITTAL OF PROPER INVOICES**

- a. The Contractor shall submit an invoice at the end of every month [or other specified interval], in which services were rendered [or in which supplies were delivered] and accepted, by one of the following methods:
    - (1) **E-mail** (electronic PDF image of invoice): [invoices@talgov.com](mailto:invoices@talgov.com);
    - (2) **Mail**: Accounts Payable, 300 S. Adams St., Mail Box A-28, Tallahassee, FL 32301-1731; or
    - (3) **Hand Delivery**: Accounts Payable, City Hall, 300 S. Adams St, Tallahassee, FL
- NOTE 1: At the request of the user-department, a copy of the invoice may be

submitted to the project manager or designee at an address to be supplied.

NOTE 2: If payment has been made utilizing a City Purchase/Credit Card the invoice must be sent to the attention of and to the address for the individual who made the purchase. The invoice should indicate that payment has been with a Purchase Card.

- b. Accounts Payable Contact Telephone: (850) 891-8280; Fax: (850) 891-8788
- c. A proper invoice must include--
  - (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Invoice number (the Contractor is encouraged to assign an identification number);
  - (4) Contract number, if applicable;
  - (5) City's Purchase Order number, if applicable;
  - (6) Contract line item number, if applicable;
  - (7) Descriptions, quantities, units of measure, unit prices, and extended price of each item;
  - (8) Terms of any prompt payment discounts offered;
  - (9) Name and address of official to whom payment is to be sent; and
  - (10) Federal Identification Number or Social Security Number (whichever applies)

#### 5.4 **INDEPENDENT CONTRACTOR STATUS**

The parties to this contract are independent contractors, and none of the provisions of this contract shall be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in this contract shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or coventurers between the City and the Contractor, between the City and any employee of the Contractor, or between the Contractor and any employee of the City. The City shall have no right to control or direct the details, manner, or means by which the Contractor performs the services or other requirements of this contract except to require compliance with requirements and standards stated in the contract. The Contractor, similarly, shall have no control over or management authority with respect to the City or its operations.

#### 5.5 **INDEMNIFICATION**

- a. The Contractor shall indemnify and hold harmless the City, and its officials, officers, and employees, from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods, or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the City, or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

## 5.6 **EVALUATION OF SERVICES--FIXED-PRICE**

- a. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality control program acceptable to the City covering the services under this contract. If requested, complete records of all quality control work performed by the Contractor shall be maintained and made available to the City during contract performance and for as long afterwards as the contract requires.
- c. The City has the right to evaluate all services called for by the contract, at all times and, to the extent practicable, at places of work during the term of the contract. The City shall perform evaluations in a manner that will not unduly delay the work.
- d. Evaluations conducted by the City shall be recorded on a standard City Vendor Performance Evaluation (VPE) form or other appropriate document. Completed VPE forms shall be processed as follows:
  - (1) The City employee conducting the evaluation ("evaluator") shall send the original VPE form to the Contract Administrator.
  - (2) The Contract Administrator shall forward a copy of the completed VPE form to the Contractor.
  - (3) The Contractor shall furnish a written reply to the Contract Administrator within ten (10) workdays, in response to any VPE form which contains work or service rated "unsatisfactory." At a minimum, the Contractor's written reply must explain the action the Contractor has taken to resolve the unsatisfactory findings and to prevent future unsatisfactory performance. The Contractor's written reply to a VPE form shall also be maintained with the contract filed at the PSO.
- e. If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the City may--
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may—
  - (1) By contract or otherwise, perform the services and charge the Contractor any cost incurred by the City directly related to the performance of such service; or
  - (2) Terminate the contract for default.
- g. All completed VPE forms and other evaluation correspondence, shall become public record and may be used in evaluations for award of future contracts.

## 5.7 **CHANGES--FIXED-PRICE**

- a. The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes to the general scope of this contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of, any part of the work under this contract, whether or not changed by the order, the Contract Administrator shall make an equitable adjustment in the contract price or the delivery schedule, or both, and shall modify the contract.
- c. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contract Administrator shall have the right to prescribe the manner of the disposition of the property.

- e. Failure of the parties to mutually agree to any adjustment shall be resolved under the **Disputes** clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### 5.8 **DISPUTES**

- a. All disputes arising under or relating to this contract shall be resolved under this clause.
- b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause; however, such request may become the basis for a claim if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- c. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within one (1) year after accrual of the claim to the Contract Administrator for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Procurement Services Office.
  - (1) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  - (2) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
  - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- d. For Contractor-certified claims, the Procurement Services Office must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. The decision of the Procurement Services Office shall be final.
- f. If the claim by the Contractor is submitted to the Procurement Services Office or a claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Procurement Services Office in writing, of the Contractor's specific reasons for rejecting the request.
- g. The City shall pay interest at the rate prescribed by Section 218.74(4), Florida Statutes, on the amount found due and unpaid from --
  - (1) the date that the Procurement Services Office receives the claim (certified, if required); or
  - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.
- h. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Procurement Services Office.

#### 5.9 **NOTIFICATION OF LABOR DISPUTES**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contract Administrator.

5.10 **NOTIFICATION OF OWNERSHIP CHANGES**

- a. The Contractor shall notify the Procurement Services Office within thirty (30) calendar days, in writing, when the Contractor becomes aware that a change in its ownership has occurred or is certain to occur.
- b. The Procurement Services Office reserves the right to request accounting records from the Contractor, whenever the Procurement Services Office determines that the ownership changes may affect any cost and pricing data required by the contract, if applicable. For this purpose, the Contractor shall:
  - (1) Maintain current, accurate, and complete inventory records of assets and its costs;
  - (2) Provide the Procurement Services Office ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

5.11 **NOTIFICATION OF BANKRUPTCY**

In the event the Contractor enters proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contract Administrator. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract has been made.

5.12 **PROTECTION OF CITY BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any City property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Administrator directs. If the Contractor fails or refuses to make such repair or replacement in accordance with such directions, the City may make or contract for replacement or repair, and, in such event, the Contractor shall be liable to the City for all related costs, which may be deducted from the contract price, and any amounts otherwise owed the Contractor, by the Procurement Services Office. Such failure by the Contractor shall also be deemed a default and shall constitute grounds for termination of this contract, at the option of the City.

5.13 **WARRANTIES**

5.13.1 **WARRANTIES OF SERVICES**

- a. Definitions.
  - "**Acceptance**," as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
  - "**Correction**," as used in this clause, means the elimination of a defect.
- b. Notwithstanding evaluation and acceptance by the Technical Representative or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from

defects in workmanship and conform to the requirements of this contract. The Contract Administrator shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by the City. This notice shall state either --

- (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
  - (2) That the City does not require correction or re-performance.
- c. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
  - d. If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

#### 5.13.2 WARRANTIES OF COMMODITIES

- a. **PRODUCT REQUIREMENTS/SPECIFICATIONS** – Items furnished shall be standard products of the manufacturer or their suppliers and, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use, unless otherwise stated in the specifications. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the Contractor will be held responsible for any nonconformity. Deviations must be explained in detail on separate attached sheet(s).
- b. **REPLACEMENT/RESTOCKING** - A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria and warranty, for a period of not less than ninety (90) days from the date of acceptance by the City. Delivery of substitute commodities requires prior written approval from the ordering location.
- c. **REPLACEMENT/RESTOCKING** - Replacement of all materials found defective within the warranty period shall be made without cost to the City, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the Contractor.

#### 5.14 **TERMINATION**

- a. If the Contractor fails to fulfill any of its obligations under this contract through no fault of the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under or to terminate this contract, in whole or in part, at the City's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the City. Furthermore, the City shall have the right to terminate this contract, in whole or in part, without the Contractor being in default thereunder. Termination shall be effected by delivery of a written notice to the Contractor specifying whether termination is for the default of the Contractor or for the City's convenience, the extent to which services under this contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the City, the Contractor shall promptly stop work under this contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.
- b. In the event of termination for convenience, the City shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily

rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The City shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this contract or otherwise.

5.15 **AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS**

Funds may not be available for performance under this contract beyond September 30 of each year included in this contract. The City's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the above referenced date, until funds are made available before commencing work or making deliveries to ensure funds are appropriated for this contract.

5.16 **EXTENSIONS OF CONTRACT TERM (BILATERAL)** Not applicable to this contract

5.17 **CONTINUED PERFORMANCE OF THE CONTRACT (not exceed six (6) months)**

After completion of the basic contract term or any extensions thereof, the City may require continued performance of any services within the limits and at the rates specified in the contract for a limited amount of time. This continued performance provision may be exercised monthly or quarterly, but the total continued performance period shall not exceed six (6) months. The City may exercise this continued performance provision by written notice to the Contractor at least thirty (30) calendar days before the basic Contract Term or extension(s) period expires.

5.18 **REQUIREMENTS**

- a. This is a requirements contract for the supplies or services specified and effective for the stated Term. The quantities of supplies or services specified are estimates only. Except as this contract may otherwise provide, if the City's requirements do not result in placement of orders in the quantities described as "estimated" or "maximum," that fact shall not constitute the basis for an equitable price adjustment.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations and Requirements clause or elsewhere in this contract, the Contractor shall furnish to the City all supplies or services specified in the contract and called for by orders issued in accordance with the Ordering clause. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Except as this contract otherwise provides, the City shall order from the Contractor all the supplies or services described in the Price Schedule that are required to be purchased by the City department(s) or division(s) specified in the contract.
- d. The City is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- e. If the City requires delivery of any quantity of an item before the earliest date that delivery must be made under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- f. Any order issued during the Term of this contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations

with respect to that order to the same extent as if the order were completed during the Term.

5.19 **ECONOMIC PRICE ADJUSTMENT**

This contract ☒ **is** / ☐ **is not** subject to Economic Price adjustments. Unit prices bid of listed items shall be held firm for the first year of the contract period. Any pricing adjustment on this contract may be requested after the initial one (1) year period. It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Contractor's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term or at time of renewal request from the City. The Contractor adjustment request should not be in excess of the relevant pricing index change (Consumer Price Index – All Urban Consumers – South Urban – All Items – Series ID CUUR0300SA0 as published by the Bureau of Labor Statistics of the U.S. Department of Labor – <http://www.bls.gov/data/>). If no adjustment request is received from the Contractor, the City will assume the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

5.20 **ORDERING**

- a. Any items to be furnished under this contract shall be ordered by the issuance of purchase orders by City departments or activities, as specified in the contract. Such purchase orders may be issued at any time during the Term, extension, or continued performance period of this contract or the Continued Performance period for this contract.
- b. All orders are subject to the terms and conditions of this contract. In case of a conflict between an order and this contract, the contract shall control.
- c. Orders may be issued orally, by facsimile or by electronic commerce methods.

5.21 **ORDER LIMITATIONS**

With regard to orders placed against this contract, there is NO minimum monetary limit on single orders.

5.22 **PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the Contractor, purchases may be made under this contract by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to respond any or all of these items independently.

5.23 **MATERIAL SAFETY DATA**

- a. The Contractor shall submit a Material Safety Data Sheet in, accordance with the requirements of 29 CFR 1910.1200(g) for all hazardous material identified and listed in the Contractor's response. Data shall be submitted whether or not the Contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet before the use of any hazardous material shall result in termination of the contract with the Contractor for default.
- b. The list of hazardous material in effect at commencement of this contract must be updated during performance of the contract whenever the Contractor determines that any hazardous material not previously listed is to be delivered under this contract.
- c. During performance of the contract, if there is a change in the composition of the item(s), which renders incomplete or inaccurate the data previously submitted, the



Contractor shall promptly notify the Contract Administrator and submit complete and accurate data.

- d. Neither the requirements of this clause nor any act or failure to act by the City shall relieve the Contractor of any responsibility or liability for the safety of City, the Contractor, or subcontractor personnel or property.
- e. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including obtaining required licenses and permits) regarding hazardous materials.
- f. The City's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
    - i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - ii) Obtain medical treatment for those affected by the material; and
    - iii) Have others use, duplicate, and disclose the data for the City for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (f) (1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The City is not precluded from using similar or identical data acquired from other sources.

#### 5.24 **PRE-PERFORMANCE CONFERENCE**

- a. The Contract Administrator or Technical Representative of the City reserves the right to conduct a Pre-Performance Conference (PPC) to discuss issues that may affect performance on the contract. If the PPC is scheduled, the Contractor will be notified and will be required to attend. The Contractor will be notified of the date, time, and location of the PPC, and any need for attendance by subcontractors. At the conclusion of the PPC, the Contractor and other attendees it will be asked to sign a PPC Checklist that outlines the topics discussed at the PPC and it will be filed with the contract.
- b. The Contractor and all other attendees are cautioned that the PPC shall NOT be used as a forum for making changes to the terms and conditions in the contract. Changes to the contract shall be processed in accordance with the procedures provided for in the Changes clause of this contract.

#### 5.25 **E-VERIFY**

The Contractor, and its subcontractors, must register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of the contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and will be liable for any additional costs incurred by the City as result of the contract termination.

5.26 **ORDER OF PRECEDENCE**

In the event of an inconsistency between any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

- (1) This contract and all written amendments.
- (2) Solicitation No. IFB-014-22-KM including all addenda thereto, if any.
- (3) The Contractor's Proposal or Bid.

**SECTION 6 - ATTACHMENTS TO CONTRACT**

6.1 **ATTACHMENTS INCORPORATED IN FULL TEXT**

The following attachments are incorporated in this contract in full text and become an integral part of the contract:

- Attachments 1 - 8

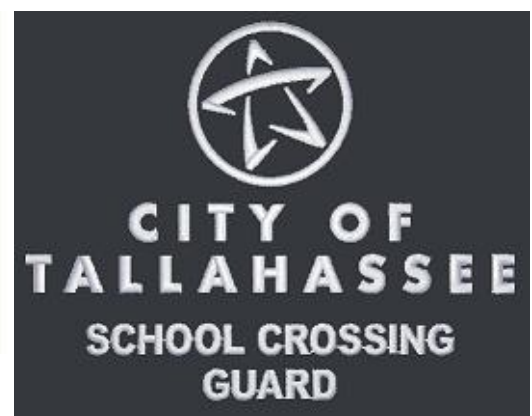
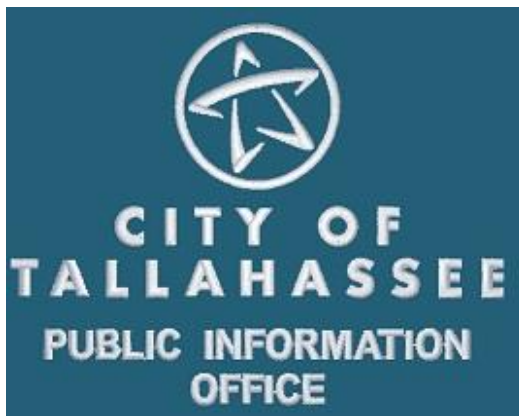
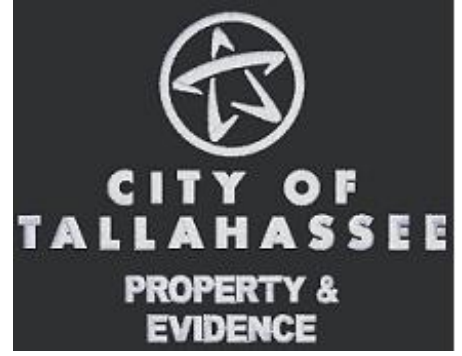
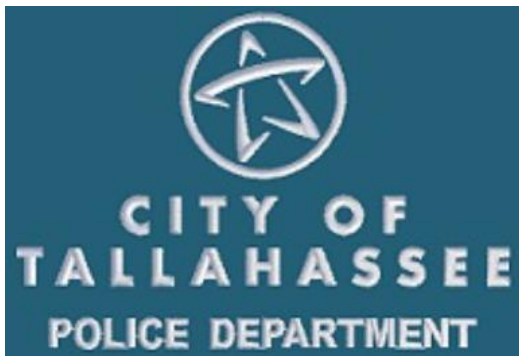
6.2 **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated in this contract by reference and become an integral part of the contract, and shall have the same force and effect as if they were incorporated in full text:

- Solicitation Response of the Contractor, dated December 21, 2021
- Solicitation No. IFB-014-22-KM, including all addenda.

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ATTACHMENT 1 – LOGO EMBROIDERY



ATTACHMENT 2 – SPECIALTY LOGO EMBROIDERY



**ATTACHMENT 3 – BADGE EMBROIDERY**





ATTACHMENT 4 – POLICE PATCH



ATTACHMENT 5 – BADGE PATCH





**ATTACHMENT 6 – LONGEVITY EMBLEMS**





ATTACHMENT 7 – HEAT TRANSFER

**SCHOOL  
CROSSING  
GUARD**

**COMMUNITY  
SERVICE**

ATTACHMENT 8 – TEXT EMBROIDERY

**VIOLENT CRIMES  
RESPONSE TEAM**

**VIOLENT CRIMES  
RESPONSE TEAM**

**FLORIDA REGIONAL  
FUGITIVE TASK FORCE**

**FLORIDA REGIONAL  
FUGITIVE TASK FORCE**

**INSTRUCTOR**





## **Legal Routing Memo**

Date: 4/29/2022

To: City Attorney's Office

From: Police

Subject: Legal Review of

- ☒ CONTRACT NO. 5216
  - ☐ AMENDMENT NO.
  - ☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT
  - ☐ OTHER
- 

This document relates to IFB 014-22-KM Uniforms and Emblems for TPD, Contract or award to Galls, LLC

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: Veronica S. McCrackin, Procurement Manager

Department Signature:

### **TO BE COMPLETED BY LEGAL**

Legal review completed on: 4/29/2022

Legal review performed by: Edie McKay

Approved for execution: ☒ yes ☐ no