

## SUPPLY AGREEMENT NO. 1560

### POLICE UNIFORMS AND ACCESSORIES

THIS **Police Uniforms and Accessories Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Galls, LLC ("Supplier"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide police uniforms and accessories in response to Request for Bid No. **N/A** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Supplier agree as follows:

- 1. Scope.** Supplier will provide police uniforms and accessories in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. Term.** This Agreement is for 24 months. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$241,294.48, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Pat Eldridge  
Department: Police  
Phone: (361) 886-2696  
Email: Pat@cctexas.com

5. **Insurance.** Before performance can begin under this Agreement, the Supplier must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
6. **Purchase Release Order.** For multiple-release purchases of products to be provided by the Supplier over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Supplier a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Supplier until such time as the products are delivered and accepted by the City.
7. **Inspection and Acceptance.** Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Supplier, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Supplier within 30 days of receipt of City's invoice.
8. **Warranty.**
  - (A) The Supplier warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Supplier warrants that it has clear title to the products and that the products are free of liens or encumbrances.
  - (B) In addition, the products purchased under this Agreement shall be warranted by the Supplier or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Supplier will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Supplier be considered an employee of the City.
12. **Subcontractors.** Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Supplier and its employees had performed the work.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Supplier covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day

faxed or hand-delivered or on the third day after postmark if sent by certified mail.  
Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Pat Eldridge  
Title: Police Management Services Director  
Address: 321 John Sartain St., Corpus Christi, TX 78401  
Phone: (361) 886-2696  
Fax: (361) 886-2607

**IF TO SUPPLIER:**

Galls, LLC  
Attn: Tara Beulah  
Title: Account Manager  
Address: 8430 N. Sam Houston Pkwy W, Houston, TX 77064  
Phone: (281) 546-2643  
Fax: (859) 268-5946

- 17. SUPPLIER SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE SUPPLIER OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE SUPPLIER OR ITS EMPLOYEES OR AGENTS. SUPPLIER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Supplier's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Supplier written notice of the breach and set out a reasonable opportunity to cure. If the Supplier has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Supplier. The City Manager may also terminate this Agreement upon 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Assignment.** No assignment of this Agreement by the Supplier, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Supplier is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**20. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

**21. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Supplier's bid response (Exhibit 2).

**22. Certificate of Interested Parties.** Supplier agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

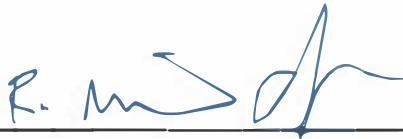
**23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for

goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Supplier verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

24. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**(SIGNATURE PAGE FOLLOWS)**

**SUPPLIER**

Signature: 

Printed Name: R. Michael Andrews Jr.

Title: CFO

Date: 03/07/2018

**CITY OF CORPUS CHRISTI**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attached and Incorporated by Reference:**

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance Requirements

Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

Exhibit 1: RFB No. N/A

Exhibit 2: Supplier's Bid Response

## **Attachment A: Scope of Work**

The Contractor shall provide trousers, short and long sleeve shirts, caps, and jackets and other items worn by the Police Officers as described on Attachment B: Bid/Pricing Schedule. Included in the price per item is: hemming of trousers, sewing on of patches and hashmarks on shirts and jackets.

Stock items have a delivery time of 15 – 20 days

Freight charges will not be applied

FOB: Corpus Christi





Proud to serve America's Public Safety Professionals

**Tara Beulah Galls**  
8430 N. Sam Houston Pkwy W  
Houston, TX 77064  
Phone: 281-546-2643  
[BEULAH-TARA@GALLS.COM](mailto:BEULAH-TARA@GALLS.COM)

Price Quote

Attention: **PAT ELDRIDGE**

Account Number

Name

Street Address

City & State

CORPUS CHRISTI POLICE DEPT

Quote Date

2/6/2018

## BuyBoard 507-16

	Item #	Description	Qty	Your Price	Ext. Total
	TL150 NAV 30 OB	FLYING CROSS 75% POLY / 25% WOOL INSIDE CARGO PANTS	300	\$ 78.00	\$23,400.00
	TL127 NAV 10 OB	FLYING CROSS WOMENS 75% POLY / 25% WOOL TROUSER W/ CARGO PKT	50	\$ 78.00	\$3,900.00
	TR677 NAV 33 OB	FLYING CROSS MENS 75% POLY / 25% WOOL TROUSERS W/FLEX WAISTBAND	130	\$ 60.00	\$7,800.00
	TR678 NAV 8 OB	FLYING CROSS WOMENS 75% POLY / 25% WOOL TROUSERS W/FLEX WAIST BAND	15	\$ 60.00	\$900.00
	TU152 NAV 40 OB	FLYING CROSS MENS CLASS A 55/45 POLY WOOL DRESS TROUSER	15	\$ 90.00	\$1,350.00
	SR431	FLYING CROSS MENS SHORT SLEEVE 75% POLY / 25% WOOL SHIRT	300	\$ 51.00	\$15,300.00
	SR376 LAPD 38 REG	FLYING CROSS FEMALE SHORT SLEEVE 75% POLY /25% WOOL SHIRT	57	\$ 51.00	\$2,907.00
	ZX459 NAV 155 33	FLYING CROSS MENS LONG SLEEVE 75% POLY / 25% WOOL SHIRT	75	\$ 59.00	\$4,425.00
	SR729 LAPD 36 LNG	FLYING CROSS WOMENS LONG SLEEVE 75% POLY / 25% WOOL SHIRT	20	\$ 59.00	\$1,180.00
	SR648 BLK XL	SPIEWAK MENS SHORT SLEEVE PERFORMANCE DUTY SHIRT	20	\$ 54.00	\$1,080.00
	SR649 DKNV 165 REG	SPIEWAK MENS LONG SLEEVE PERFORMANCE DUTY SHIRT	20	\$ 59.00	\$1,180.00
	EG1572	HASHMARKS GOLD	150	\$ 1.00	\$150.00
	EN3627	POLICE PATCH	2900	\$ 1.75	\$5,075.00
	BW436HG	POLICE BADGE	25	\$ 112.00	\$2,800.00
	BW590HG	POLICE BADGE B887 W/ EAGLE AND BOTTOM PANEL	15	\$ 85.00	\$1,275.00
	BY632NAVCTM	BODY ARMOR HILITE W/ AXII 2 CARRIERS	30	\$ 700.00	\$21,000.00
	BP6346*8	SPEED PLATE	30	\$ 91.00	\$2,730.00
	FLK652AD	STINGER FLASHLIGHT DS LED STANDARD CHARGE	45	\$ 125.00	\$5,625.00
	HS369 LGR REG POL	GALLS ANSI207 SAFETY VEST	40	\$ 45.00	\$1,800.00
	SG506 DKNV	STRYKE SHIRT	10	\$ 59.50	\$595.00
	ST147 DKNV	CORNERSTONE POLO	20	\$ 23.00	\$460.00
	TR909	511 STRYKE PANT FLEX TAC	30	\$ 56.50	\$1,695.00
	SG732 RBNV	ELBECO UFX COLORBLOCK POLO	20	\$ 44.00	\$880.00

	LP053 CL NKL 3	DOUBLE MAG POUCH	20	\$	27.75	\$555.00	
	LP074 CL SIL 40	SAM BROWNE BELT	20	\$	49.00	\$980.00	
	LP604 CL NKL 38	SHOULDER STRAP	20	\$	36.00	\$720.00	
	ZA740 CL NKL	BLACK SLIDING D RING	20	\$	13.00	\$260.00	
	LP097 CL NKL	CLOSED HANDCUFF CASE	20	\$	22.50	\$450.00	
	ZA1894 CLH MP	G002 K338 K FORCE HOLSTER	20	\$	99.00	\$1,980.00	
	TT784 BLK	GALLS TAC FORCE TACTICAL PANT	40	\$	20.76	\$830.24	
						\$0.00	
Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax this information, including your Galls account # to (859) 268-5941.						Subtotal	\$120,647.24
						Shipping	\$0.00
						Total	* \$120,647.24

Prices are valid for 30 days from the date of the quote.

Thank you for the opportunity to earn your business. Galls payment terms

**\*Represents the estimated annual cost.**

## **Attachment C – Insurance Requirements**

Insurance is Not Required

## **Attachment D: Warranty Requirements**

At the Contractor's expense, the Contractor shall repair, replace or provide a refund for a newly purchased merchandise that is delivered defective and rejected by the Contract Administrator.

The City will allow up to 20 days for the Contractor to correct or replace any garment that is not accepted by the City due to defect or incorrect size.