

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

*\*If Cost will continue, write "indefinite" and list project annual cost.*

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## **RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Galls, LLC, in the amount not to exceed \$192,500.00 per year, for one year, renewable for two additional one year periods at the Mayor's discretion without further Council action, for uniforms for the Mobile Fire Rescue Department, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

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City Clerk



**City of Mobile**  
**Fire Department Uniforms**  
**AGREEMENT**

THIS AGREEMENT (this "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Galls, LLC. (hereinafter "Contractor"), a limited liability company organized under the laws of the State of Delaware.

WHEREAS, the City desires to purchase uniforms for the Mobile Fire -Rescue Department, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these items and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

**ARTICLE 1. Scope of the Work; Term.** The description, location, frequency and lump sum cost or unit price of the Services and Items are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, renewable for two additional one-year periods.

The total amount invoiced and to be paid for any one year is not to exceed \$192,500.00

**ARTICLE 2. Breach of Contract:** In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

**ARTICLE 3. Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind

(including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's gross negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

**ARTICLE 4. Entire Agreement:** This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

**ARTICLE 5. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

**ARTICLE 6. Licenses, permits, etc.:** Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

**ARTICLE 7. No Agency Relationship Created:** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

**ARTICLE 8. Nondiscrimination:** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

**ARTICLE 9. Termination of Contract:** Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

**ARTICLE 10. Assertion of Rights:** Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**ARTICLE 11. Notices.** Notice for the City shall be mailed to:

City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

Notices to Contractor shall be mailed to:

Galls, LLC  
1340 Russell Cave Road  
Lexington KY 40505

**ARTICLE 12. Compliance with Alabama Immigration Law**

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

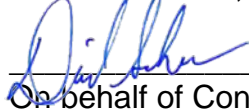
**ARTICLE 13. Boycotts**

By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**ARTICLE 14. Signatures:**

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

 \_\_\_\_\_, Its CFO \_\_\_\_\_ (title)  
On behalf of Contractor

August 6th, 2020

\_\_\_\_\_ Date

CITY

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**EXHIBIT A:** Scope of Work

## EXHIBIT A. STATEMENT OF WORK

1. City's competitive sourcing of the goods and services to be provided under this contract is made under Local Government Purchasing Cooperative (BuyBoard) Contract 587-19 ("BuyBoard Contract"), whose terms, to the extent they do not conflict with any terms in this contract or its exhibits, are incorporated by reference.
2. Contractor will provide uniform items as listed in the attached price list. All prices are inclusive of all fees and charges, including shipping to City of Mobile Fire Central Supply. Contractor may amend the uniform item list and pricing in accordance with BuyBoard contract and with notice to and consent of the City.
3. Contractor will provide and maintain a web-based ordering and order-tracking software system. The system will allow City firefighters and City designated employees to enter, review, approve, place, track, and return orders of listed uniform items. The software will provide roles that allow the City to control authority to enter orders, approve orders, place and return orders with Contractor. The software will allow for City tracking of all orders entered, placed, received, returned, invoiced, and paid. Contractor's software will provide limits for types of items available for order and City is responsible to ensure employee orders are within the allowed price and quantity limits allotted to each employee.
4. City will place item orders with Contractor using the Contractor's software product. City is responsible to ensure that software control roles are used and that only City-authorized persons place orders with Contractor. Contractor is responsible to ensure that software securely processes City orders according to established user roles.
5. Contractor will fill and ship orders to City within 2 weeks of City placement of orders, unless otherwise agreed to.
6. Contractor will package, label, and ship orders by individual firefighter that entered the order. Contractor can combine orders for multiple firefighters in a single shipment as long as they are individually packaged within the shipment.
7. Contractor will ensure that uniform items sold to City meet manufacturer quality standards. City and City firefighters are responsible for selection of correctly-sized orders.

8. City may return without cost at Contractor's expense unused items for any reason, or used items if discovered to be defective. Contractor will either invoice credit City or ship replacement product for any properly returned uniforms.
9. Contractor will invoice City monthly for all orders shipped to City in the previous month. Invoice will include a detailed listing of items being invoiced and credited. Invoices will be sent to the following address:

City of Mobile Fire Department Central Supply,  
2851 Old Shell Road,  
Mobile AL 36607, with copy by email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org).

10. City will review orders upon receipt and notify Contractor of any discrepancies between what was ordered and what was received within 7 days of City's receipt of any shipped order.
11. City will remit payment on orders within 30 days of receipt of invoices.





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Uniforms and Accessories

**Proposal Due Date/Opening Date and Time:**  
October 25, 2018 at 4:00 PM

**Proposal Number:** 587-19

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** June 1, 2019 through May  
31, 2020 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
April 2019

Galls, LLC

Name of Proposing Company

10/18/2018

Date

1340 Russell Cave Road

Street Address



Signature of Authorized Company Official

Lexington, KY 40505

City, State, Zip

Michael Wessner

Printed Name of Authorized Company Official

800-876-4242

Telephone Number of Authorized Company Official

CEO

Position or Title of Authorized Company Official

877-914-2557

Fax Number of Authorized Company Official

20-3545989

Federal ID Number



May 1, 2020

**Sent via email to: [smeltzer-amelia@galls.com](mailto:smeltzer-amelia@galls.com)**

Amelia Smeltzer  
Galls, LLC  
1340 Russell Cave Rd.  
Lexington KY 40505

Re: Uniforms and Accessories  
BuyBoard Contract 587-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 587-19 effective June 1, 2019, through May 31, 2020, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2021.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO  
Contract Administrator

1<sup>st</sup> renewal v.02.13.2020

Galls BuyBoard RFP/contract document and Item list are referenced but not included in contract package due to length of documents (2000+ pages).