

RESOLUTION 18-151

A RESOLUTION TO AWARD BID FOR THE PURCHASE OF FIRE UNIFORMS AND EQUIPMENT AND AUTHORIZE EXECUTION OF RELATED CONTRACT

WHEREAS, the Spring Hill Fire Department has funds budgeted for firefighter uniforms and equipment each fiscal year; and

WHEREAS, the department provides uniforms and duty gear to each firefighter hired throughout the year; and

WHEREAS, each firefighter is provided with a \$500 annual allocation to replace worn items and equipment; and

WHEREAS, the Fire Department advertised an RFP from vendors to supply uniforms and equipment to Firefighters; and

WHEREAS, the Spring Hill Fire Department reviewed submitted responses to the RFP from various vendors based on pricing, service and quality of uniforms; and

WHEREAS; City Staff has reviewed prior proposals and has made a recommendation to the Board of Mayor and Aldermen.

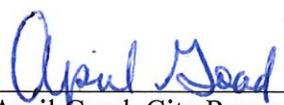
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes the Fire Department to enter a 3-year contract to purchase uniforms and equipment from Gall's Inc., based on pricing, service and quality of uniforms.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20th day of August, 2018.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



**City of Spring Hill
Budget and Finance Committee
Purchase Evaluation Form**

Department: Fire

Presented By: Terry Hood

Date: August 6th, 2018

Department Budget Status:

I. Purpose/Overview: To purchase for replacement of Firefighter uniforms and duty equipment during fiscal budget year.

II. Background Information: The fire department is allocated funding for uniforms each fiscal budget year. Due to wear and tear of current uniforms and equipment worn each year, firefighters have to replace uniforms yearly. We advertised a RFP, and two vendors responded, Summit and Galls. We based the selection on pricing, service and quality of uniforms. Officers are allocated \$500.00 each year to replace the daily uniforms/equipment they wear. This will include all new uniforms and equipment for new hires each year to outfit the new firefighters with full gear.

III. Financial Impact to Budget. \$45,000 budgeted for these apparels.

IV. Alternative Options: another vendor.

V. Staff Recommendations: It is recommended to award uniform purchase contract to Gall's Inc., based on pricing, service provided, and quality of product.

PURCHASE AGREEMENT FOR FIRE DEPARTMENT UNIFORMS

This PURCHASE AGREEMENT ("Agreement") is made this 20th day of August 2018 ("Effective Date") by and between The City of Spring Hill, with offices at 199 Town Center Parkway, Spring Hill, TN 37174 ("Customer"), and Galls, LLC, a Delaware limited liability company with offices at 1340 Russell Cave Road, Lexington, Kentucky 40505 ("Company").

1. **Purchases.** Subject to the terms and conditions of this Agreement, Company agrees to sell and Customer agrees to purchase, upon purchase orders submitted from time to time during the Term, as defined herein, the merchandise listed on Schedule 1 ("Merchandise") at the prices listed on Schedule I attached hereto ("Prices").

2. **Term.** The term of this Agreement shall be for 3 years from the Effective Date with no options to extend ("Term").

3. **Shipping and Returns.** The Prices are exclusive of shipping costs, and the Company will include a line item on its invoice for shipping charges. Customer shall inspect all Merchandise promptly upon receipt and will notify the Company of any defective Merchandise within 72 hours after receipt. Customer will either hold such Merchandise for the Company's pick-up or return such Merchandise to Company within 30 days, at Company's election. Returns will be accepted on unworn Merchandise in resalable condition, other than custom or specifically manufactured, personalized, modified, or altered Merchandise, for 30 days after shipment. Customer shall be responsible for the cost of such return shipments. Returns will not be accepted except in accordance with this Paragraph 3.

4. **Payment and Taxes.** For every order of Merchandise, the Company will date and send an invoice to Customer (either by mail or electronic transmission, including email or other electronic means acceptable to the Company) on or after the date the Merchandise is shipped to Customer. Payment terms are net 30 days from the date of invoice. Invoices will cover only Merchandise ordered by Customer's representatives in accordance with this Agreement. Any sales tax on purchases by Customer pursuant to this Agreement shall be paid by Customer. Tax deferred certificates are to be provided by Customer for tax payment purposes, if applicable.

5. **Price Increases.** On the first anniversary of the Effective Date, and each subsequent anniversary, the Prices shall be adjusted to reflect changes in the Company's costs of raw materials and/or overhead. The price increase for each year shall not exceed 5% per item of the previous agreed upon price.

6. **Termination.** Either party may terminate the agreement:

(A) Immediately upon written notice if the other party files a petition for bankruptcy or is otherwise adjudicated bankrupt, or a petition for bankruptcy is filed against the other party and such petition is not dismissed within 60 days, or the other party becomes insolvent, discontinues its business, or voluntarily submits to, or is ordered by the bankruptcy court to undergo, liquidation pursuant to Chapter 7 of the Bankruptcy Code.

10.4 Non-Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation of repetition of the circumstances giving rise to such right.

10.5 Power to Bind. Customer has read the forgoing in its entirety, understands all of its terms and conditions, and warrants to Company that the person signing on its behalf has the authority and power to execute this Agreement.

10.6 Entire Agreement. This Agreement, including the attached Schedule 1, constitutes the final, entire, and complete agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement or understanding between or represented by the parties relating to the subject matter. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by the parties hereto.

10.7 Execution of Agreement. This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof.

IN WITNESS WHEREOF, the undersigned by their duly authorized representatives have executed this Agreement as of the day and year first above written.

GALLS, LLC

CITY OF SPRING HILL

By: _____

By: _____

Name: R. Michael Andrews Jr.

Name: Rick Graham

Title: CFO

Title: Mayor