

**RESOLUTION 21-83**

**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 an annual allocation to replace worn items and equipment; and

**WHEREAS**, the Fire Department requested bids 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;

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Mayor and Aldermen of City of Spring Hill authorizes the Fire Department to enter a 3-year contract effective August 20, 2021, 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 21st day of June, 2021.

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney

 w/ permission  
J. Hoff



**REQUEST:** Approval of Resolution 21-83  
**SUBMITTED BY:** Terry Hood, Chief of Fire  
**DATE:** June 7, 2021  
**RE:** Firefighter Uniform Bid Award and Contract approval  
**ATTACHMENTS:** Resolution No. 21-83 and Contract

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**PURPOSE:**

To award bid to for Firefighter uniforms and duty gear for three years effective August 20, 2021

**BACKGROUND:**

The Fire Department provides uniforms, equipment and duty gear to its officers. Each officer receives an annual allowance to replace worn uniforms and duty equipment. The current contract ends in August, and the Fire Department recently advertised for bids for uniforms and duty gear. Bids were received from three vendors. After evaluation of pricing and required services (online portal, on-site measurements, etc.) bid award is being recommended to Galls, Inc.

**FINANCIAL IMPACT:**

Budgeted annually in Fire Department-Wearing Apparel/Uniforms.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 21-83 to award the bid and authorize contract execution with Gall's, Inc.

**PURCHASE AGREEMENT FOR FIRE UNIFORMS AND DUTY GEAR**

THIS PURCHASE AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and \_\_\_\_\_ (“Vendor”) (collectively as “Parties”), and is entered into on \_\_\_\_\_ is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires Fire Department uniforms and duty gear and desires to contract with a third-party independent Vendor to provide said merchandise for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published an Invitation to Bid (ITB) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the merchandise it requires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be August 20, 2021.
2. **TERM.** The term of this Agreement shall be for three (3) years from the Effective Date.
3. **SHIPPING AND RETURNS.** All prices are inclusive of shipping costs. Customer shall inspect all merchandise promptly upon receipt and will notify Vendor of any defective merchandise within 72 hours after receipt. Customer will either hold such merchandise for the Vendor’s pick-up or return such merchandise to the Vendor within 30 days, at Vendor’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.
4. **PAYMENT AND TAXES.** For every order of merchandise, the Vendor will date and send an invoice to the City on or after the date the merchandise is shipped to the City. Payment terms are net 30 days from the date of the invoice. Invoices will cover only merchandise ordered by City’s representatives in accordance with this agreement. Purchases by the City are tax-exempt.
5. **PRICING/PRICE INCREASES.** Pricing shall be in accordance with the vendor pricing submitted with their bid within Appendix A. On the first anniversary of the Effective Date, and each subsequent anniversary, the prices may be adjusted to reflect changes in the Vendor’s cost of raw materials and/or overhead. Increases may not exceed the change in the Consumer Price Index for all urban consumers for all U.S. items. Price adjustments shall not be automatically applied without first notifying the City 30 days in advance of any change.

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.

(B) Upon 45 days' prior written notice in the event of the other party's material breach of this Agreement, provided that Customer's failure to timely pay any undisputed invoice submitted by the Company hereunder is a material breach of this Agreement.

7. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

8. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.

9. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.

10. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

11. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. **TIME.** Time is and shall be of the essence with regards to this Agreement. Vendor will adhere to the proposed schedule provided in the response to this ITB.

13. **INSURANCE.** Company agrees to procure before the execution of this Agreement, and maintain during the term of this Agreement, the following insurance: statutory worker's compensation insurance, employer's liability insurance, and general liability insurance (to include coverage for public liability and property damage liability) with limits not less than \$5 million combined single limit per occurrence for loss or damage (which may be met through the use of excess/umbrella coverage).

14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

15. **INDEMNITY AND HOLD HARMLESS.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney’s fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

19. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

20. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to City: Pamela Caskie, Interim City Administrator  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.  
Middle Tennessee Law Group, PLLC  
d/b/a Wolaver, Carter & Heffington  
809 South Main Street, Suite 100  
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

21. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

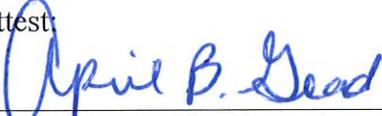
23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

**IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.**

CITY OF SPRING HILL, a Tennessee municipality

By:   
Jim Hagaman, Mayor

Date of Execution: 6-21-2021

Attest:  
  
April B. Goad, City Recorder

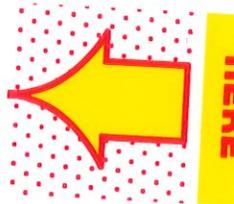
Legal Form Approved:

  
Patrick Carter, City Attorney

*w/permission*  


By: \_\_\_\_\_  
Vendor Representative

\_\_\_\_\_  
(Print Name)



**TITLE VI POLICY**

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification. Verbal, faxed, or emailed quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed in the best interest of the City of Spring Hill. Please complete "City of Spring Hill Assurance of Compliance Under Title VI of the Civil Rights Act of 1964" and submit it along with this RFP.

**City of Spring Hill  
Assurance of Compliance Under Title VI of the Civil Rights Act of 1964**

Galls, LLC  
Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Spring Hill, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial Assistance from the City and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City shall have the right to seek administrative and/or judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City. In the case of real property, this assurance is binding for as long as the property is used for a purposed for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

By:  Title of Authorized Official: CFO

Address: 1340 Russell Cave Rd., Lexington, KY 40505

Date: 5/11/2021

**No further monies or other benefits may be paid out under these programs unless this Assurance is completed and filed as required by existing regulations.**

**APPENDIX A**

**City of Spring Hill-Invitation to Bid-Fire Department Uniforms**

Location of Storefront (or describe suggested alternative): Galls has a TN Regional Account Executive (RAE) that will assist with the day to day customer service and sales. We also have a Branch Service Representative (BSR) that will be available for all service related calls such as sizing and fitting. With notice both representatives will be available at an agreed upon location and time.

Hours of Operation of Storefront: \_\_\_\_\_

Toll Free Phone for Orders: \_\_\_\_\_  
800-876-4242

Other terms and conditions of the bid: \_\_\_\_\_  
\_\_\_\_\_

In compliance with this Invitation to Bid for **Fire Department Uniform**, and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted above, at the price so quoted and subject to terms and conditions therein unless modified as part of this bid submission and attached hereto.

My signature, as affixed below, certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: \_\_\_\_\_  
Galls, LLC

Signature:  Title CFO

Name (type/print): David Scheve Date: 5/11/2021

**Bid Sheet – City of Spring Hill – Invitation to Bid – Fire Department Uniforms and Duty Gear**

Item	Description	Brand and Model As bid (Y or N)	Alternate Brand or Model Bid	Unit Price
<b>Station Wear</b>				
RYL74398	511 Company Pants-no cargo	Y		\$42.00
RYL73309	511 Shorts	Y		\$38.00
SAN CS410	Polo S/S Poly - Navy/White	Y		\$21.25
SANCS410LS	Polo L/S Poly - Navy/White	Y		\$25.50
RYL71175	5.11 Tac Shirt S/S – White	Y		\$39.50
RYL72175	5.11 Tac Shirt L/S – White	Y		\$42.50
SAN J703	Sanmar Wind Breaker – Navy	Y		\$20.00
RYL 72363	5.11 Job Shirt – Navy	Y		\$53.25
BH41CQ02BK	Belt Back Riggers	Y		\$28.00
DUT 1321	Belt Velcro B/W Black	Y		\$19.00
SAN ST 257	Sweat Pants – Royal	Y		\$27.00
SAN ST 510	Gym Shorts – Royal	Y		\$12.00
DIC 61-242	Diamond Cut Coat – Navy	Y		\$31.00
RYL 48068	Coat Liner- Navy	Y		Included with the 48063
RYL 48063	Responder Parka – Navy	Y		\$186.00
RYL74370	5.11 BDU Tac Lite Pants	Y		\$42.00
RYL 74251	5.11 Tactical Pant	Y		\$36.25
F52643C450	Propper summer-weight shorts	Y		\$31.00
<b>Outer Wear</b>				
SAN C900	Sock Hat – Navy with logo	Y		\$12.25
BLA 160	Beanie Fleece – Navy with logo	N	Cobmex 1110	\$18.25
SAN C865	Hat – Flex Fit – Navy with logo	Y		\$17.75
OC GL270N	Hat – Mesh Twill Adjustable – Navy with logo	N	Otto 83-473	\$13.00
SAN 429466	Nike Visor – Navy	Y		\$12.00
PRO F5501405	Boonie Hat – Navy with patch	Y		\$8.50
<b>Footwear</b>				
RID 7001	Clarino Dress Shoe – Black	N	Galls FX072	\$21.75
HAI 330011	Haix Mesh Sport Shoe - Black	Y		\$107.00
UND 1287351	Under Armor Mirage 3.0 – Black	Y		\$52.75

Item	Description	Brand and Model As bid (Y or N)	Alternate Brand or Model Bid	Unit Price
<b>Class A Dress</b>				
SAM 90063	22" Tie – Navy	Y		\$3.75
BLK J1	Gold Serving Since: _____	Y		\$9.25
BLK J6	Silver/Gold Serving Since: _____	Y		\$9.25
<b>Head Gear</b>				
MID 113NFDC	Chiefs / with Oak – White	Y		\$62.75
MID 113NFD	Officers – White	Y		\$49.50
MID 114NFD	Firefighter Hat - Navy	Y		\$46.75
<b>Badge/Collar</b>				
BLA-B500-GOLD-NA	Hi Glo Gold Badge	Y		\$60.25
BLA-B1751-RHOGL-NA	Rhodium Silver Badge	Y		\$71.25
BLA-A2908	Lieutenant Bugles - Gold	Y		\$3.50
BLA-A2903	Captain Bugles – Gold	Y		\$3.50
BLA-B500	Battalion Chief – Gold	Y		\$3.50
BLA-B500	Deputy Fire Chief – Gold	Y		\$3.50
BLA-B500-GOLD-NA	Fire Chief – Gold	Y		\$3.50
BLA-P2614-3G	Captain Coat Brass	Y		\$5.00
BLA-P2614-4G	Battalion Chief Coat Brass	Y		\$5.00
BLA-P2614-5G	Deputy Chief Coat Brass	Y		\$7.25