

**CITY OF ROUND ROCK
AGREEMENT FOR THE SUPPLY OF UNIFORMS FOR
THE POLICE DEPARTMENT AND FIRE DEPARTMENT
WITH
GALLS, LLC**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THAT THIS Agreement for purchase of uniform supply services for the Police Department and Fire Department of the City of Round Rock, Texas (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and GALLS, LLC, whose offices are located at 1340 Russell Cave Road, Lexington, Kentucky 40505 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase uniform supply services, and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Request for Proposal" for the provision of said goods and services, and City has determined Vendor provides the best value for the City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to pay for said services. The Agreement includes the following: (a) City's Request for Proposal ("RFP"), designated Solicitation Number 23-024; (b) Vendor's Response to the RFP; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

4881-1174-6943/ss2

- (1) This Agreement;
- (2) Vendor's Proposal;
- (3) City's RFP, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement is for forty-eight (48) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the services as outlined in the RFP and Response to RFP submitted by Vendor, all as specified in Exhibit "A," attached hereto and incorporated herein by reference. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Vendor in its Response to the RFP.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED

A. All bid items listed on “Attachment C – Bid Sheet” in Exhibit “A” are awarded to Vendor.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically RFP Solicitation Number 23-024. Vendor has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit “A.” When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Vendor shall be considered as one of two (2) providers (“dual providers”) of the specified goods and services. Vendor specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two (2) providers in whatever order it deems most advantageous to City’s purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

6.01 COSTS

A. The bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

B. Vendor specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00)** for Vendor’s services combined with the dual provider’s goods and/or services for the term of this Agreement.

7.01 INVOICES

All invoices shall include, at a minimum, the following information:

A. Name and address of Vendor;

- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

11.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

14.01 INSURANCE

Vendor shall meet all requirements as stated in the attached RFP Solicitation Number 23-024, including all attachments and exhibits thereto, and Vendor's bid response.

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Chief Allen Banks
Round Rock Police Department
2701 North Mays Street
Round Rock, Texas 78665
(512) 218-5521
abanks@roundrocktexas.gov

Chief Shane Glaiser
Round Rock Fire Department
203 Commerce Boulevard
Round Rock, Texas 78664
(512) 218-6630
sglaiser@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory

executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

22.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Galls, LLC
1340 Russell Cave Road
Lexington, Kentucky 40505

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

23.01 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these

circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Galls, LLC

By: *Dustin McDulin*
Printed Name: Dustin McDulin
Title: CFO
Date Signed: 9/20/23

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

UNIFORMS FOR POLICE AND FIRE DEPARTMENTS

SOLICITATION NUMBER 23-024

APRIL 2023

City of Round Rock
 Uniforms for Police and Fire Departments
 RFP 23-024
 Commodity Codes: 962-78, 200-86, 200-88
 April 2023

**UNIFORMS FOR POLICE AND FIRE DEPARTMENTS
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks bids from firms experienced in the supply of work and dress uniforms for the Police and Fire Departments. The awarded vendor shall also provide services to include, but not be limited to artwork design (owned by the City), on-site and off-site sizing, minor and major alterations, delivery, database/record keeping/maintenance of all sizing profiles, and adequate stock of garments to outfit new officers and replace garments, as needed and within the specified time frame.

The City intends to award this contract to multiple Contractors. The total contract value for all Contractors shall not exceed \$350,000 per fiscal year for the term of the contract.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 1-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Subcontractor Information Form	Separate Attachment
Attachment C – Cost Proposal Sheet	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	April 28, 2023
Deadline for submission of questions	May 11, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately May 16, 2023 @ 5:00 PM, CST
Deadline for submission of responses	May 31, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

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5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
6. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.
- In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
 - i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

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- iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

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**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

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**PART III
 SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for forty-eight (48) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing uniforms for fire and police departments as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.

3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment B: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Limit subcontracting tasks to measurements, alterations, and embroidery services only.
 - B. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - C. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - D. Require that the Subcontractor(s) indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - E. Submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.

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- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

5. **WORKFORCE:** Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Pricing for materials and garments shall be reflected in Attachment C- Cost Proposal Sheet under the individually called out items as well as a percent discount (%) off brand catalogs. The percentage discount (%), if any, will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of the supplies receipt to be included. Failure to provide the contracted discount on an invoice may result in payment at Contractor's cost.

7. **PRICE INCREASE:** Contract prices for police and fire uniforms shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

B. **Procedure to Request Increase:**

- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

9. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than seven (7) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere. The City will not accept any shaved garments. If a garment has been embroidered and the embroidery was defective the Contractor shall supply a new shirt with new embroidery at no cost to the City.

10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance at any time during the contract term.

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11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
13. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact (POC):** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- B. **The City's designated representatives:**
- | | |
|--|---|
| <p>Tammy Samandan
 Administrative Manager
 Fire Department
 Phone: 512-218-6625
 E-mail: ksamandan@roundrocktexas.gov</p> | <p>Gabe Iniguez
 Logistics Officer
 Police Department
 Phone: 512-218-6690
 E-mail: giniguez@roundrocktexas.gov</p> |
|--|---|
- C. **Do not contact the individuals listed above with questions or comments during the course of the solicitation.**

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PART IV SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks bids from firms experienced in the supply of work and dress uniforms for the Police and Fire Departments. The awarded Contractor(s) shall also provide services to include, but not be limited to, artwork design (owned by the City), on-site and off-site sizing, minor and major alterations, delivery, database/record keeping/maintenance of all sizing profiles and maintaining adequate stock of garments to outfit new officers and replace garments as needed and in the specified time frame.

The City intends to award this contract to multiple Contractors. The total contract value for all Contractors shall not exceed \$350,000 per fiscal year for the term of the contract.
2. **MATERIAL SPECIFICATIONS:**
 - A. **STANDARD ISSUE:**
 - i. Police: See Attachment C – Cost Proposal Sheet for Police Department requirements.
 - ii. Fire: See Attachment C – Cost Proposal Sheet for Fire Department requirements.
 - B. **BRANDS:** The uniform manufacturers and styles shown on Attachment C- Cost Proposal Sheet are required for durability and availability, as well as standardization and uniformity within each department.
 - C. **NOTE:** Any other brand or style not specifically requested will not be considered under cost. The City reserves the right to change brands at any time during the contract term.
 - D. All garment care will be performed as recommended by the garment manufacturer.
3. **SAMPLES:** After the solicitation closes, the City requires no-charge samples to be submitted within seven business days of the City's request. Samples will not be returned to Contractors. Due to the sensitive nature of the artwork appropriate art files will be provided to Respondents who are deemed responsive. The samples shall include one each of the items below:
 - A. A sample Fire Uniform shall consist of the next two items complete with all screen printing and embroidery, ready to issue:
 - i. Nomex Shirt Short Sleeve- Workrite # 720NX45NB- Large
 - ii. Professional Short Sleeve Polo with logo- 5.11 Tactical # 71182- Large
 - B. A sample for the Police Department shall consist of a Blauer short sleeve button-up uniform shirt- Large-embroidered with Block Caps, 3/8", Helvetica small, Gold 1771
 - C. Provide a diagrammatic size chart.
4. **SERVICE REQUIREMENTS:** It is the intent of the City to outfit each Police Officer and Firefighter with a wardrobe of the brands specified in Attachment C- Cost Proposal Sheet to maintain uniformity, standardization, and quality appearance. All garment care will be as recommended by the manufacturer. The Contractor shall-
 - A. Have the ability to provide alteration and sizing services within a 25-mile radius of downtown Round Rock. Make sure to specify which location(s) fittings and alterations will be performed at. Respondents who do not meet this requirement will not be included for consideration in this procurement process.
 - B. Have the ability to design artwork files; design and supply the city with electronic, readable, transferrable copies of all graphic files including dimensions for the original, functional artwork upon request and without hesitation or modification.
 - C. Manage a database or record-keeping system to maintain all sizing profiles for all officers and firefighters. The database/record-keeping system shall include the required alterations to assist in expediting the delivery of future replacement garments.

NOTE: Garment information is the property of the City. This includes the sizing, font, color, nametags, artwork, and layout of uniform shirts.
 - D. Have an online ordering system that has status updates in real-time.

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- E. Perform initial sizing of each officer at the City's locations for Police.
 - i. Preferred- Contractor location in or near the City of Round Rock.
 - ii. If necessary, the police department is located at 2701 N Mays St, Round Rock, TX 78665.
 - iii. The fire department cannot size at local fire stations.
- E. **SIZING/MEASUREMENT LOCATIONS:** For a new employee's initial sizing, the City will send all personnel to the Contractor's location to size all Police and Fire personnel. Periodic sizing for large groups of new cadet classes will be required and will be coordinated between the Contractor and the City's department point of contact.
- F. The City shall not be required to have a quantity minimum or maximum.
- G. The City is willing to accept partial orders if a bulk order cannot be fulfilled at one time.
- H. **EMBROIDERY SERVICES:** The Contractor shall have the facilities or hire a subcontractor capable of performing embroidery services as required. The thread colors of the embroidered logos or designs must match the Vector files provided by the City.

The Contractor shall provide a drawing of the item with size charts for each item. This chart shall include collar, arm, inseam, and chest measurements.

- I. The City reserves the right to change brands at any time during the contract. If the City changes brand or a brand changes its sizing, a resizing of all personnel will be required for the new brand/size.
- J. Alterations must not affect the compliance of the garment. All thread must be flame resistant.
- K. Alterations may be required. Upon request, the Contractor shall alter the following-
 - i. Provide an upsize in trousers, if needed or requested, to obtain proper fitting in the thigh and/or seat area. Provide alteration(s) of waist, thigh, seat, and crotch as required to obtain proper fit.
 - ii. Alterations shall include, but not be limited to the following:

<u>Minor Alterations</u>	<u>Major Alterations</u>
Hemming trouser	Striping of trouser
Sewing on and/or removing patches, chevrons, and stripes	Altering long sleeves
Tapering shirt	Tapering trouser leg
Waist altering	Thigh, seat, and crotch of trouser
Sew trouser pockets closed	Alter and hem shirt tail

5. BACKORDERS: Contractor shall-

- A. Make every attempt to locate products and provide details of their attempts to resolve backorder issues to City personnel within 24 hours of notice from manufacturer to Contractor of backordered items.
- B. Give an updated estimated delivery date on any backordered item.
- C. Provide a monthly report of all back-ordered product/items to the City's designated contacts for the Police and Fire Departments.

6. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

- A. Design and supply the city with electronic, readable, transferrable copies of all graphic files including dimensions for the original, functional artwork upon request and without hesitation or modification.
- B. Deliver standard uniforms to the City within 8 weeks after receipt of order. Any delays must be communicated to the department's City POC as soon as possible.
- C. Deliver altered uniforms to the City in no more than fifteen working days after receipt of order.
- D. Issue uniforms only upon receipt of a purchase order.
- E. Provide a sizing and/or alterations report upon request within 24 hours.
- F. Conduct quarterly meetings with the City's POCs to ensure appropriate contract management.
- G. Allow the City of Round Rock to perform a site visit to the facility at any time.

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- H. Work with City staff to resolve any billing issues.
 - I. Require a signature upon delivery to the Fire Department from a logistics member at:
Logistics Operation Center
3300 Gattis School Road
Round Rock, Texas 78664
 - J. Require a signature upon delivery to the Police Department from a logistics member at:
Round Rock Police Department
2701 N Mays St.
Round Rock, TX 78665
 - K. A copy of the signed delivery slip shall be provided with every invoice to the Fire or Police Department.
 - L. Provide a Material Data Sheet for each brand of clothing.
7. **DESIGNATED CONTACT PERSON:** To maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact (POC) upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to internal personnel changes, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
 - C. The contact person shall be identified in the solicitation response.
 - D. The Contractor shall provide the City with a secondary POC if the primary POC will be unavailable.
8. **CITY RESPONSIBILITIES:** The City will-
- A. Provide a vector file and/or artwork for logos and patches once responsiveness of Respondents is determined.
 - B. Provide all current sizes of personnel.
 - C. Coordinate with Contractor for sizing and deliveries.

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**PART V
 PROPOSAL PREPARATION INSTRUCTIONS
 AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisservice.com/Vendors/default.aspx>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- Attachment A- Reference Sheet
- Attachment B- Subcontractor Form
- Attachment C- Cost Proposal Sheet
- Acknowledged Addenda (if applicable)
- Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

- Segment requirements listed below.
- A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. EVALUATION CRITERIA:

A. **Segment 1 – Customer Service Solution and Timeline (35 pts):**

Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

- i. List all locations within 25 miles of downtown Round Rock at which sizing and alteration services can be offered.
- ii. Describe your lead time and delivery times.
- iii. Describe your dispute resolution process for fixing incorrect orders or damaged products received. How long does it take to address these types of issues?
- iv. Describe your record-keeping and maintenance database/system for maintaining all officers' and firefighters' sizing profiles, alterations, and measurements taken.
- v. Describe the process offered to your customers for the sampling of new products.

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- vi. Describe your quality assurance program and the steps you would take to remedy a production or quality issue.
- vii. Describe your process for handling back-ordered items and how you resolve back-ordered issues.
- viii. Describe different options you provide for alterations/embroidery and how you handle a backlog of alterations/embroidery. What is your common turn-around time for alterations/embroidery?

B. Segment 2 – Company Work Experience and Personnel (35 pts):

- i. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and job title.

C. Segment 3 – Cost Proposal (30 pts): Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- i. Itemized cost of garments- this shall include any delivery fees, charges, etc.
- ii. Itemized cost of services- this shall include any delivery fees, charges, etc.
- iii. Other itemized costs for additional services offered.
- iv. The total described for Sections A & B in Attachment C- Cost Proposal will be the basis for these evaluation points.

4. EVALUATION CRITERIA: The intent of the City is to award to Respondent(s) in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal(s) best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Customer Service Solution and Timeline (Segment 1)	35 pts
• Company Work Experience and Personnel (Segment 2)	35 pts
• <u>Cost Proposal (Segment 3)</u>	<u>30 pts</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

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- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 23-024

RESPONDENT'S NAME: Galls, LLC

DATE: 6/6/2023

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | |
|----|--|---|
| 1. | Company's Name
Name of Contact
Title of Contact
E-Mail Address
Present Address
City, State, Zip Code
Telephone Number | <u>Plano Fire Department</u>
<u>Holly Mischnick</u>
<u>Quartermaster</u>
<u>hollym@plano.gov</u>
<u>4121 W. Parker Road</u>
<u>Plano, TX 75094</u>
<u>(903) 245-2497</u> Fax Number: () |
| 2. | Company's Name
Name of Contact
Title of Contact
E-Mail Address
Present Address
City, State, Zip Code
Telephone Number | <u>Pharr Police Department</u>
<u>Daniel Leal</u>
<u>Lieutenant</u>
<u>daniel.leal@pd.pharr-tx.gov</u>
<u>1900 S. Cage Blvd.</u>
<u>Pharr, EX 78577</u>
<u>(956) 484-5786</u> Fax Number: () |
| 3. | Company's Name
Name of Contact
Title of Contact
E-Mail Address
Present Address
City, State, Zip Code
Telephone Number | <u>Edinburg Police Department</u>
<u>Delia Jaramillo</u>
<u>Quartermaster / Administrative Specialist</u>
<u>d.jaramillo@cityofedinburg.com</u>
<u>1702 S. Closner Blvd.</u>
<u>Edinburg, TX 78539</u>
<u>(956) 289-7716</u> Fax Number: () |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

EXHIBIT "A"
ATTACHMENT B
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 23-024

RESPONDENT'S NAME: Galls, LLC DATE: 6/6/2023

• **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**
If yes complete the information below

1. Subcontractor Name _____
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed _____ %

2. Subcontractor Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed _____ %

• *Add additional pages as needed*

EXHIBIT "A"
Attachment C - Cost Proposal Sheet
RFP 23-024

Uniforms for Police and Fire Departments

The Respondent represents he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 23-024 Uniforms for Police and Fire Departments. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive; be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the offer. The City reserves the right to order more or less than quantities listed below.

SECTION A - POLICE DEPT

Blauer Catalog

Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
1	Patrol - Blauer# 8460-4 Poly Wool Short Sleeve Shirt w/ concealed zipper and patches	150	EA	\$83.00	\$12,450.00
2	Patrol - Blauer# 8460-4 Poly Wool Short Sleeve Shirt With major alterations w/ concealed zipper and patches	250	EA	\$89.00	\$22,250.00
3	Patrol - Blauer# 8450-4 Poly Wool Long Sleeve Shirt w/ concealed zipper and patches	250	EA	\$94.00	\$23,500.00
4	Patrol - Blauer# 8450-4 Poly Wool Long Sleeve Shirt With major alterations w/ concealed zipper and patches	200	EA	\$99.00	\$19,800.00
5	Patrol - Blauer# 8560-4 Poly Wool Dress Pant	150	EA	\$85.00	\$12,750.00
6	Patrol - Blauer# 8560-4 Poly Wool Dress Pant With major alterations	200	EA	\$89.00	\$17,800.00
7	Patrol - Blauer# 8460W-4 Poly Wool Women's Short Sleeve Shirt w/ concealed zipper and patches	100	EA	\$72.00	\$7,200.00
8	Patrol - Blauer# 8460W-4 Poly Wool Women's Short Sleeve Shirt With major alterations w/ concealed zipper and patches	150	EA	\$84.00	\$12,600.00
9	Patrol - Blauer# 8450W-4 Poly Wool Women's Long Sleeve Shirt w/ concealed zipper and patches	75	EA	\$92.00	\$6,900.00
10	Patrol - Blauer# 8450W-4 Poly Wool Women's Long Sleeve Shirt With major alterations w/ concealed zipper and patches	100	EA	\$96.00	\$9,600.00
11	Patrol - Blauer# 8560W-4 Women's Poly Wool Dress Pant	50	EA	\$88.00	\$4,400.00
12	Patrol - Blauer# 8560W-4 Women's Poly Wool Dress Pant With major alterations	50	EA	\$91.00	\$4,550.00
13	Patrol - Blauer# 9970 Supershell jacket w/ patches	30	EA	\$379.00	\$11,370.00
14	Patrol - Blauer# 4660-4 Jacket liner w/ patches	30	EA	\$130.00	\$3,900.00
15	Patrol- Blauer# 343 Breakaway safety vest w/ heatpress	30	EA	\$55.00	\$1,650.00
16	Patrol- Blauer# 4605-4 Softshell jacket w/ patches	31	EA	\$79.00	\$2,449.00
17	Patrol - Blauer# 8676-4 Poly Short Sleeve Shirt w/ embroidery and patches	150	EA	\$75.00	\$11,250.00
18	Patrol - Blauer# 8676-4 Poly Short Sleeve Shirt With major alterations w/ embroidery and patches	250	EA	\$75.00	\$18,750.00
19	Patrol - Blauer# 8671-4 Poly Long Sleeve Shirt w/ embroidery and patches	250	EA	\$89.00	\$22,250.00
20	Patrol - Blauer# 8671-4 Poly Long Sleeve Shirt With major alterations w/ embroidery and patches	200	EA	\$95.00	\$19,000.00

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21	Patrol - Blauer# 8666-4 Poly Duty Pant	150	EA	\$76.00	\$11,400.00
22	Patrol - Blauer# 8666-4 Poly Duty Pant With major alterations	200	EA	\$79.00	\$15,800.00
23	Patrol - Blauer# 8676W-4 Poly Women's Short Sleeve Shirt w/ embroidery and patches	100	EA	\$75.00	\$7,500.00
24	Patrol - Blauer# 8676W-4 Poly Women's Short Sleeve Shirt With major alterations w/ embroidery and patches	150	EA	\$76.00	\$11,400.00
25	Patrol - Blauer# 8671W-4 Poly Women's Long Sleeve Shirt w/ embroidery and patches	75	EA	\$76.00	\$5,700.00
26	Patrol - Blauer# 8671W-4 Poly Women's Long Sleeve Shirt With major alterations w/ embroidery and patches	100	EA	\$76.00	\$7,600.00
27	Patrol - Blauer# 866W-4 Women's Poly Duty Pant	50	EA	\$72.00	\$3,600.00
28	Patrol - Blauer# 8666W-4 Women's Poly Duty Pant With major alterations	50	EA	\$72.00	\$3,600.00
29	K9 - Blauer# 8676-11 Poly Short Sleeve Shirt w/ embroidery and patches	150	EA	\$75.00	\$11,250.00
30	K9 - Blauer# 8676-11 Poly Short Sleeve Shirt With major alterations w/ embroidery and patches	250	EA	\$79.00	\$19,750.00
31	K9 - Blauer# 8671-11 Poly Long Sleeve Shirt w/ embroidery and patches	250	EA	\$89.00	\$22,250.00
32	K9 - Blauer# 8671-11 Poly Long Sleeve Shirt With major alterations w/ embroidery and patches	200	EA	\$95.00	\$19,000.00
33	K9 - Blauer# 8666-11 Poly Duty Pant	150	EA	\$76.00	\$11,400.00
34	K9 - Blauer# 8666-11 Poly Duty Pant With major alterations	200	EA	\$79.00	\$15,800.00
35	K9 - Blauer# 8676W-11 Poly Women's Short Sleeve Shirt w/ embroidery and patches	100	EA	\$76.00	\$7,600.00
36	K9 - Blauer# 8676W-11 Poly Women's Short Sleeve Shirt With major alterations w/ embroidery and patches	150	EA	\$76.00	\$11,400.00
37	K9 - Blauer# 8671W-11 Poly Women's Long Sleeve Shirt w/ embroidery and patches	75	EA	\$76.00	\$5,700.00
38	K9 - Blauer# 8671W-11 Poly Women's Long Sleeve Shirt With major alterations w/ embroidery and patches	100	EA	\$76.00	\$7,600.00
39	K9 - Blauer# 866W-11 Women's Poly Duty Pant	50	EA	\$72.00	\$3,600.00
40	K9 - Blauer# 8666W-11 Women's Poly Duty Pant With major alterations	50	EA	\$80.00	\$4,000.00
41	Patrol - Blauer# 26990 Reversible Raincoat w/ heatpress	40	EA	\$149.00	\$5,960.00
42	Animal control/LEST - Blauer# 8676-12 Poly Short Sleeve Shirt w/ embroidery and patches	150	EA	\$75.00	\$11,250.00
43	Animal control/LEST - Blauer# 8676-12 Poly Short Sleeve Shirt With major alterations w/ embroidery and patches	250	EA	\$79.00	\$19,750.00
44	Animal control/LEST - Blauer# 8671-12 Poly Long Sleeve Shirt w/ embroidery and patches	250	EA	\$89.00	\$22,250.00
45	Animal control/LEST - Blauer# 8671-12 Poly Long Sleeve Shirt With major alterations w/ embroidery and patches	200	EA	\$95.00	\$19,000.00

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46	Animal control/LEST - Blauer# 8666-11 Poly Duty Pant	150	EA	\$76.00	\$11,400.00
47	Animal control/LEST - Blauer# 8666-11 Poly Duty Pant With major alterations	200	EA	\$79.00	\$15,800.00
48	Animal control/LEST - Blauer# 8676W-12 Poly Women's Short Sleeve Shirt w/ embroidery and patches	100	EA	\$76.00	\$7,600.00
49	Animal control/LEST - Blauer# 8676W-12 Poly Women's Short Sleeve Shirt With major alterations w/ embroidery and patches	150	EA	\$76.00	\$11,400.00
50	Animal control/LEST - Blauer# 8671W-12 Poly Women's Long Sleeve Shirt w/ embroidery and patches	75	EA	\$76.00	\$5,700.00
51	Animal control/LEST-Poly Women's Long Sleeve Shirt - Blauer# 8671W-12 With major alterations w/ embroidery and patches	100	EA	\$76.00	\$7,600.00
52	Animal control/LEST - Blauer# 866W-11 Women's Poly Duty Pant	50	EA	\$72.00	\$3,600.00
53	Animal control/LEST - Blauer# 8666W-11 Women's Poly Duty Pant With major alterations	50	EA	\$80.00	\$4,000.00
54	Blauer# 8143-12 Colorblock Performance Polo Shirt Long Sleeve w/ Patches and emboidery	40	EA	\$85.00	\$3,400.00
55	Blauer# 8143-12 Colorblock Performance Polo Shirt Long Sleeve w/ Patches and emboidery	41	EA	\$85.00	\$3,485.00
56	Blauer# 8143W-12 Womens Colorblock Performance Polo Shirt Long Sleeve w/ Patches and emboidery	41	EA	\$85.00	\$3,485.00
Total:					\$606,049.00
Vertx Catalog					
57	Vertx# VTX4000P Coldblack Short Sleeve Polo Shirt	40	EA	\$42.00	\$1,680.00
58	Vertx# VTX4000P Coldblack Short Sleeve Polo Shirt With major alterations	10	EA	\$51.00	\$510.00
59	Vertx# VTX4020P Coldblack Long Sleeve Polo Shirt	40	EA	\$45.00	\$1,800.00
60	Vertx# VTX4020P Coldblack Long Sleeve Polo Shirt With major alterations	10	EA	\$55.00	\$550.00
61	Vertx# VTX4010P Women's Coldblack Short Sleeve Polo Shirt	40	EA	\$44.00	\$1,760.00
62	Vertx# VTX4010P Women's Coldblack Short Sleeve Polo Shirt With major alterations	10	EA	\$65.00	\$650.00
63	Vertx# VTX4030P Women's Coldblack Long Sleeve Polo Shirt	40	EA	\$51.00	\$2,040.00
64	Vertx# VTX4030P Women's Coldblack Long Sleeve Polo Shirt With major alterations	10	EA	\$60.00	\$600.00
65	SWAT - Vertx# VTX8525OD Recon Combat Shirt - OD Green	40	EA	\$79.00	\$3,160.00
66	SWAT - Vertx# VTX8525OD Recon Combat Shirt - OD Green With major alterations	35	EA	\$79.00	\$2,765.00
67	SWAT - Vertx# VTX1901 Recon Pants - OD Green	35	EA	\$94.00	\$3,290.00

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68	SWAT - Vertx# VTX1901 Recon Pants - OD Green With major alterations	10	EA	\$94.00	\$940.00
				Total:	\$19,745.00
5.11 Catalog					
69	5.11# 74369 Tactical Stryke Pant	30	EA	\$65.00	\$1,950.00
70	5.11# 74369 Tactical Stryke Pant With major alterations	60	EA	\$69.00	\$4,140.00
71	5.11# 64386 Women's Tactical Stryke Pant	15	EA	\$65.00	\$975.00
72	5.11# 64386 Women's Tactical Stryke Pant With major alterations	30	EA	\$72.00	\$2,160.00
73	5.11# 71049 Performance Short Sleeve Polo	15	EA	\$38.00	\$570.00
74	5.11# 71049 Performance Short Sleeve Polo With major alterations	10	EA	\$38.00	\$380.00
75	5.11# 72049 Performance Long Sleeve Polo	15	EA	\$40.00	\$600.00
76	5.11# 72049 Performance Long Sleeve Polo With major alterations	10	EA	\$53.00	\$530.00
77	5.11# 61165 Women's Performance Short Sleeve Polo	5	EA	\$38.00	\$190.00
78	5.11# 61165 Women's Performance Short Sleeve Polo With major alterations	15	EA	\$48.00	\$720.00
79	5.11# 48112 Sabre Jacket 2.0	30	EA	\$210.00	\$6,300.00
80	5.11# 48052 Lined Packable Jacket	40	EA	\$150.00	\$6,000.00
				Total:	\$24,515.00
SECTION B - FIRE DEPT					
Item No.	Bid Item Description	Estimated Annual Qty	UOM	Unit Cost	Extended
81	Ties, Clip-on type, 100% Poly., S Broome All lengths	20	EA	\$4.25	\$85.00
82	Firefighter - Nomex Shirt Short Sleeve Workrite# 720NX45NB	200	EA	\$125.00	\$25,000.00
83	Firefighter - Nomex Shirt, Short Sleeve Workrite# 720NX45NB Oversize Indicate sizes _____ to _____	20	EA	\$125.00	\$2,500.00
84	Firefighter - Nomex Shirt, Long Sleeve Workrite# 725NX45NB	100	EA	\$129.00	\$12,900.00
85	Firefighter - Nomex Shirt, Long Sleeve Workrite# 725NX45NB Oversize Indicate sizes _____ to _____	20	EA	\$129.00	\$2,580.00
86	Firefighter - Professional Polo with logo 5.11 Tactical# 71182 Short Sleeve	80	EA	\$42.00	\$3,360.00
87	Firefighter - Professional Polo with logo 5.11 Tactical# 71182 Short Sleeve Oversize Indicate sizes _____ to _____	80	EA	\$42.00	\$3,360.00
88	Firefighter - Professional Polo with logo 5.11 Tactical# 41060	20	EA	\$42.00	\$840.00

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89	Firefighter - Professional Polo with logo 5.11 Tactical# 41060 Oversize Indicate sizes _____ to _____	20	EA	\$42.00	\$840.00
90	Firefighter - Dress Blazer Anchor Double Breasted, # 226BL	20	EA	\$305.00	\$6,100.00
91	Firefighter - Dress Blazer Anchor Double Breasted, # 226BL Oversize Indicate sizes 50 to 56 and LNG sizes	5	EA	\$330.00	\$1,650.00
92	Firefighter - Dress pants Anchor Black, # 229BL	20	EA	\$115.00	\$2,300.00
93	Firefighter - Dress pants Anchor Black, # 229BL Oversize Indicate sizes _____ to _____	5	EA	\$115.00	\$575.00
94	Black or White Dress Cap Bayly # 9733131	20	EA	\$120.00	\$2,400.00
95	Black Dress Shoes, Thorogood Poromeric # 831-6031	20	EA	\$68.00	\$1,360.00
96	Gold or Silver Metallic Cuff 1/2" striping	10	PR	\$6.00	\$60.00
97	Silver Metallic Cuff 1/4" striping	10	PR	\$6.00	\$60.00
98	Gold Maltese Cross # PE 778 (Premier)	50	EA	\$1.00	\$50.00
99	Silver Maltese Cross # PE 777 (Premier)	50	EA	\$1.00	\$50.00
100	Silver or Brass Buckled Black Dress Belt #6580 Boston Leather 1-1/4"	20	EA	\$18.00	\$360.00
101	Cap Insignia A2327- Silver Rhodium/ Screw Back Blackington	20	EA	\$29.00	\$580.00
102	Cap Insignia A2857- Gold Rhodium/ Screw Back Blackington	20	EA	\$34.00	\$680.00
103	Firefighter - Plain Pant Full Cut, Workrite # 402NX75NV, Navy	50	EA	\$137.00	\$6,850.00
104	Firefighter - Plain Pant Full Cut, Workrite # 402NX75NV, Navy - Extra Long and Oversize Indicate sizes _____ to _____	10	EA	\$137.00	\$1,370.00
105	Firefighter - Work Trouser, Workrite # 475NX75NV, Navy	300	EA	\$190.00	\$57,000.00
106	Firefighter - Work Trouser, Workrite # 475NX75NV, Navy - Extra Long and Oversize Indicate sizes _____ to _____	100	EA	\$190.00	\$19,000.00
107	Firefighter - Workrite Shorts, # 425NX60NB, Navy	100	EA	\$140.00	\$14,000.00
108	Firefighter - Professional Polo with logo, 5.11 Tactical# 72360 Long sleeve, Dark Navy	200	EA	\$42.00	\$8,400.00
109	Firefighter - Professional Polo with logo, 5.11 Tactical# 72360 Long-sleeve, Dark Navy Oversize Indicate sizes _____ to _____	50	EA	\$42.00	\$2,100.00
110	Firefighter - Coat, Blauer Crosstech 3 in 1, #9845 with Soft fleece 4660 Liner Coat and Liner to include patches and reflective transfers on back	50	EA	\$380.00	\$19,000.00
111	Firefighter - Shirt, long sleeve, Male Blauer# 8431, White	30	EA	\$50.00	\$1,500.00
112	Firefighter - Shirt, long sleeve, Male Blauer# 8431, White Oversize Indicate sizes _____ to _____	10	EA	\$70.00	\$700.00
113	Firefighter - Shirt, short sleeve, Male Blauer# 8421, White	25	EA	\$46.00	\$1,150.00
114	Firefighter - Shirt, short sleeve, Male Blauer #8421 White Oversize Indicate sizes 21.5 to 22.5 and LNG sizes	10	EA	\$60.00	\$600.00
115	Firefighter - Job Shirt or Pullover, Storm 1/4 zip 5.11# 72363 Fire Navy	100	EA	\$68.00	\$6,800.00
116	Firefighter - Job Shirt or Pullover, Storm 1/4 zip 5.11# 72321T - Tall - Fire Navy	20	EA	\$70.00	\$1,400.00
117	Firefighter - Skull caps, Blauer# 160 w/RRFD embroidery on front	50	EA	\$30.00	\$1,500.00
118	Firefighter - Work Trouser 5.11 Stryker Pant# 74369	50	EA	\$67.00	\$3,350.00
119	Blauer# 339F-55 Velcro Hi-Visibility Safety Vest	20	EA	\$59.00	\$1,180.00
120	Incident Command Panel Velcro Hi-Visibility Yellow	5	EA	\$12.00	\$60.00
Total:					\$156,085.00

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OTHER ACCESSORIES - PATCHES FOR FIRE DEPT:					
121	Fire Dept - Department Patch	200	EA	\$12.00	\$2,400.00
122	Fire Dept - EMT Patch	100	EA	\$4.00	\$400.00
123	Fire Dept - Paramedic, Basic Patch	50	EA	\$4.00	\$200.00
124	Fire Dept - Paramedic, Intermediate Patch	50	EA	\$4.00	\$200.00
125	Fire Dept - Paramedic, Licensed Patch	50	EA	\$4.00	\$200.00
Total:					\$3,400.00
Sections A & B Extended Total:					\$809,794.00

INFORMATION ONLY- THIS WILL NOT BE EVALUATED

SECTION C - Alteration and Artwork Services for Police and Fire Departments

ALTERATIONS: Please include cost for minor and major alterations after the initial order where alterations are required.

Item No.	Minor Alterations:	Qty	UOM	Unit Cost
126	Small Velcro Application (Shoulder and Chest Patch)	1	EA	\$2.25
127	Large Velcro Application (Back Patch)	1	EA	\$9.00
128	Hemming trouser	1	EA	\$3.00
129	Sewing on patches, chevrons and stripes	1	EA	\$2.50
130	Removing/adding patches	1	EA	\$2.50
131	Sew Trouser pocket closed	1	EA	\$4.82
132	Heat Transfer Plain - One Line	1	EA	\$3.27
133	Heat Transfer Plain - Two Lines	1	EA	\$4.00
134	Heat Transfer Reflective - One Line	1	EA	\$3.27
135	Heat Transfer Reflective - Two Lines	1	EA	\$4.00
Item No.	Major Alterations:	Qty	UOM	Unit Cost
136	Waist altering	1	EA	\$4.00
137	Striping of trouser	1	EA	\$12.00
138	Altering long sleeves	1	EA	\$5.00
139	Tapering trouser leg	1	EA	\$5.00
140	Tapering shirt	1	EA	\$8.00
141	Thigh, seat and crotch of trouser	1	EA	\$8.00
142	Alter and hem shirt tail	1	EA	\$4.00
Item No.	Embroidery:	Qty	UOM	Unit Cost
143	Embroidery - One Line	1	EA	\$4.00
144	Embroidery - Two Lines	1	EA	\$4.00
145	Embroidered patch/logo	1	EA	\$3.00
Item No.	(Optional) Additional Alterations Offered	Qty	UOM	Unit Cost
146		1	EA	
147		1	EA	
148		1	EA	
149		1	EA	
150		1	EA	
151		1	EA	
152		1	EA	
153		1	EA	
154	copies of all graphic files including dimensions for the original, functional artwork upon request and without hesitation or modification.	1	EA	\$0.00

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INFORMATION ONLY
SECTION D - PERCENTAGE OFF CATALOG

Item No.	Catalog Name	Brand Name	Percentage off
154	5.11 Catalog	5.11	10%
155	Anchor Catalog	Anchor	10%
156	Bayly	Bayly	10%
157	Blackinton	Blackinton	10%
158	Blauer Catalog	Blauer	10%
159	Point Blank	Point Blank	10%
160	Safariland and Safariland Group Brands	Safariland and Safariland Group Brands	10%
161	Vertx Catalog	Vertx	10%
162	Workrite Catalog	Workrit	10%
163	Additional Catalog/Brand Offered		
164	Additional Catalog/Brand Offered		
165	Additional Catalog/Brand Offered		
166	Additional Catalog/Brand Offered		
167	Additional Catalog/Brand Offered		
168	Additional Catalog/Brand Offered		
169	Additional Catalog/Brand Offered		
170	Additional Catalog/Brand Offered		
171	Additional Catalog/Brand Offered		
172	Additional Catalog/Brand Offered		