



FINANCIAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Jason Griffin, Chief of Police
DATE: Submitted on November 6, 2024 for the November 18, 2024 Regular City Council Meeting

Signed by:

Jason Griffin

DF036403CE234DA

AGENDA ITEM: Approval of a Goods and Services Purchase Contract with Galls, LLC for the Provision of Police Uniforms and Related Accessories.

DEPARTMENT RECOMMENDATION

Staff recommends approval of the attached contract with Galls, LLC for the provision of police uniforms and related accessories and services.

BACKGROUND

Galls will supply the Milton Police Department with uniforms, ballistic panels and all other police equipment on their website. Galls will have a separate webpage for the police department to use to order any included items. Galls will also install agency patches on uniforms that are required to have them.

FINANCIAL IMPACT

This is a budgeted item and since the department's inception in 2007. This contract will be paid out of the uniform line item in the approved maintained and operating budget.

PROCUREMENT SUMMARY

Purchasing method used: RFP
Account Number: 100-3210-531700000
Requisition Total: Blanket Purchase Order

REVIEW & APPROVALS

Financial Review: Karen Ellis, Finance Director – November 12, 2024
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – September 27, 2024
Concurrent Review: Steven Krokoff, City Manager –

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Steven Krokoff

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ATTACHMENTS

Goods and Services Purchase Contract

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov





GOODS AND SERVICES PURCHASE CONTRACT MILTON POLICE DEPARTMENT UNIFORMS

This Goods and Services Purchase Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____ (the “Effective Date”), by and between the **City of Milton, Georgia**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004 (hereinafter referred to as the “City”), and **Galls, LLC**, a Delaware limited liability company, having its principal place of business at 1340 Russell Cave Road, Lexington, Kentucky 40505 (herein after referred to as the “Contractor”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, City desires to obtain certain goods and related customization, alteration and embroidery services; and

WHEREAS, Contractor has represented that it is capable of providing goods meeting the City’s specifications, and is qualified by training and experience to perform the related services;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Agreement. The Agreement shall consist of this Agreement, any Order sent by the City under this Agreement, and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit “A” – City’s Request for Proposals

Exhibit “B” – Contractor’s Proposal

Exhibit “C” – Insurance Certificate

Exhibit “D” – Contractor Affidavit

Exhibit “E” – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

Section 2. Supply of Goods. The City has requested proposals for provision of police department uniforms and related apparel, attached hereto as **Exhibit “A”**, and the Contractor has submitted a proposal to supply these goods (the “Goods”), attached hereto as **Exhibit “B”**. The Contractor agrees to supply the Goods to the City in accordance with **Exhibits “A”** and **“B”**, and the following terms and conditions:

- A. **Quantity.** The Contractor shall supply the Goods in such quantities as the City requires, with quantities to be specified in further purchase orders issued by the City. The City reserves the right to purchase like goods and services from other vendors. The City guarantees no maximum or minimum purchase.

- B. Timing. The Goods shall be delivered within the timeframe specified in **Exhibit “B”**.
- C. Annual Purchase Order. An annual purchase order for the purchase of Goods shall begin with a written order (“Order”) on a form provided by the City. Unless otherwise specified by the Order, the invoicing and shipping addresses will be Attn: Police Department, 13690-B Highway 9 N, Milton, GA 30004. The following terms and conditions will govern each Order:
- i. Acceptance of each Order shall occur upon Contractor’s acknowledgment of the Order, shipment of any Goods, or commencement of any work on Goods described by the Order. The Order shall be void unless signed by the City in accordance with the City’s purchasing policy. Acceptance of each Order and any attachments constitutes a contract between Contractor and City, and this Agreement is made a part and a condition of the contract.
 - ii. The Contractor shall affix the Order number on all invoices, packages and documents related to each Order.
 - iii. A shipping memo showing the Order number must accompany all deliveries.
 - iv. All Goods required in a single Order shall shipped together unless partial shipments are authorized in writing by the City.
 - v. Acceptance of each Order is expressly limited to the terms stated in the Order and in this Agreement. If the Contractor objects to any terms stated in the Order, it shall notify City in writing within ten days of the date of the Order, and withhold shipment of the Good(s) listed therein until the controversy is resolved. Any oral or written acknowledgment or confirmation of any Order, any shipment of the Goods ordered, or the furnishing or any services pursuant to any Order shall, notwithstanding the terms of such acknowledgment or confirmation, constitute acceptance by the Contractor of each and all of the terms and conditions stated herein.
- D. Shipping and Delivery. Unless purchased directly from one of the Contractor’s retail locations, the Goods shall be shipped as stated in **Exhibit “B”**. Packaging and packing of Goods shall insure safe arrival at their destination, secure lowest transportation cost, and conform with requirements of common carriers. The Contractor shall be responsible for any additional charges resulting from deviation from City’s routing instructions. Contractor shall bear risk of loss or damage to Goods from shipment until delivery and inspection at the shipping address, with inspection to occur within seven business days of delivery. Defective or inaccurate shipments will be returned at Contractor’s expense. Notwithstanding Contractor’s delivery of any Goods, Contractor shall also bear risk of loss or damage to Goods beginning from the time that City gives notice of rejection of Goods pursuant to the inspection provisions above.
- E. Compensation. The amount paid as compensation for any Order shall be calculated based on the number of units ordered at the per-unit price set forth in **Exhibit “B”**, plus Contractor’s actual shipping costs (with shipping speed and cost to be approved by the City at the time of order). The prices set forth in **Exhibit “B”** shall be valid for at least one year from the Effective Date. A 5-8% annual increase, depending on the Consumer Price Index (CPI), may be applied to the prices, provided the Contractor notifies the City in writing at least 30 days prior to any increase in price.
- F. Terms Added by Contractor. The City will not be bound to any additional or different terms transmitted by Contractor or included in Contractor’s package, invoices, catalogs, brochures, technical data sheets, or other documents. The City will in no event be bound by silence or acceptance of Goods to any terms and conditions other than those stated in this Agreement.
- G. Warranty. Contractor warrants that any Goods supplied to City are of merchantable quality, free from defect, conform to all specifications set out in any Order, are fit for the purpose for which

such goods are ordinarily employed and for the particular declared City purpose. If the Goods contain any component parts covered by separate warranties not automatically enforceable by the City, Contractor shall assign such warranties to the City.

H. Compliance with Law. The Contractor specifically guarantees that:

- i. The Goods will be produced and shipped in compliance with the Federal Fair Labor Standards Act, the Federal Occupational Safety & Health Act, and DOT Hazardous Materials Regulations.
- ii. If the Goods are “articles of wearing apparel” “fabrics” “interior furnishings”, or “related material”, covered by the Federal Flammable Fabrics Act, or similar state laws, then unless the Goods are exempted from the provisions of said laws, reasonable and representative tests have been made according to the procedures prescribed in Section 4 of the Flammable Fabrics Act and the Goods have been shown not to be so highly flammable as to be dangerous.
- iii. All Goods and elements of Goods supplied to the City are free of any infringement of a US or international copyright, patent or other intellectual property right.

Section 3. Supply of Services. The City has requested proposals for provision of “full service” uniform alteration and embroidery services, attached hereto as **Exhibit “A”**, and the Contractor has submitted a proposal to supply these services (the “Services”), attached hereto as **Exhibit “B”**. The Contractor agrees to supply the Services to the City in accordance with **Exhibits “A”** and **“B”**, and the following terms and conditions:

- A. Scope of Services. Unless otherwise stated in **Exhibits “A”** or **“B”**, the Services include all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Services. Some details necessary for proper execution and completion of the Services may not be specifically described in the Scope of Work, but they are a requirement of the Services if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the work.
- B. Timing. The Services shall be provided within a timeframe to be quoted to the City at the time of each Order.
- C. Compensation. The amount paid as compensation for Services under each Order shall be calculated based on the units of service ordered at the per-unit price set forth in **Exhibit “B”**, with no additional compensation for Contractor’s costs. The prices set forth in **Exhibit “B”** shall be valid for at least one year from the Effective Date. A 5-8% annual increase, depending on the Consumer Price Index (CPI), may be applied to the prices, provided the Contractor notifies the City in writing at least 30 days prior to any increase in price.
- D. Warranty. Contractor represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform the Services, and shall perform the Services in a professional manner and workmanlike manner, consistent with prevailing industry standards and practices.
- E. Licenses, Certification and Permits. Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Agreement. Contractor shall

employ only persons duly qualified in the appropriate area of expertise to perform the Services described in this Agreement.

- F. Consultant's Reliance on Submissions by City. Consultant must have timely information and input from City in order to perform the Services required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

Section 4. Contract Term; Termination. The initial term of this Agreement will commence on October 1, 2024, and terminate on September 30, 2025 ("Initial Term") (provided that certain obligations will survive termination/expiration of this Agreement). The Initial Term may be renewed for up to two (2) additional one-year terms. City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to City for Contractor's breach of this Agreement, City shall pay Contractor any amounts owed as of the date of termination. As the term of this Agreement spans more than one fiscal year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current fiscal year. The Agreement shall expire no later than September 30, 2027. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

Section 5. Payment. There will be no down-payment for any Goods and Services. The City will pay Contractor upon receipt and inspection of the Goods and Services and approval of invoices for the same. No payments will be made for unauthorized Goods or Services. Invoices shall set forth in detail the Goods and Services provided, along with all supporting documents required by the Agreement or requested by City to process the invoice. Invoices shall be paid within 30 days of receipt unless reasonably disputed by the City, in which case the City may retain any disputed amounts until resolution of the dispute.

Section 6. Change Orders. Any modification to this Agreement shall require a written change order executed by the City in accordance with its purchasing regulations.

Section 7. Covenants of Contractor.

- A. Compliance with Law. Contractor shall provide the Goods and perform all Services in accordance with the standard of care and quality ordinarily expected in the industry and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).
- B. Assignment of Agreement. Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of, this Agreement, without the prior express written consent of the City.
- C. Insurance. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the City, as shown on **Exhibit "C"**, attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage.

D. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

(1) Contractor shall provide evidence on City-provided forms, attached hereto as **Exhibits “D” and “E”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor’s subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing; **or**

(3) If Contractor does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of this Agreement, in accordance with O.C.G.A. § 13-10-91(b)(5) Contractor shall provide a copy of Contractor’s state issued driver’s license or state issued identification card and a copy of the state issued driver’s license or identification card of each independent contractor utilized in the satisfaction of part or all of this Agreement.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit “D”**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided City with the appropriate state issued identification as noted in sub-subsection (3) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit “E”**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor. Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Contractor agrees that the employee-number category designated below is applicable to Contractor.

- ☒ 500 or more employees.
☐ 100 or more employees.
☐ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

- E. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in providing the Goods and performing the Services. Contractor and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.
- F. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- G. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.
- H. Responsibility of Contractor and Indemnification of City. Contractor covenants and agrees to take and assume all responsibility for defects in the Goods sold and Services provided in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the character of the Goods and the performance of the Services rendered, including without limitation any actual or alleged patent infringement, domestic or foreign, in the use of the Goods. Contractor shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Services, supply of the Goods, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable. The defense and indemnity obligations above shall apply regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that with respect to engineering, architectural, or land surveying services, there shall only be an indemnity obligation to the extent Liabilities are caused by or result from the negligence, recklessness, or

intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

- I. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to provide the Goods and perform the Services as an independent contractor and not as the agent or employee of City. Consultant agrees to be solely responsible for its own matters relating to the time and place the Services are performed and the method used to perform such Services; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring and payment of consultants, agents or employees to complete the Services, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. Inasmuch as City and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.
- J. Confidentiality. Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information.

Section 8. Miscellaneous.

- A. Entire Agreement; Counterparts; Third Party Rights. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice-of-law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.
- C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

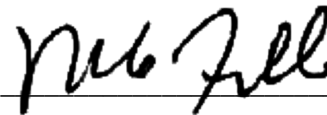
- D. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.
- E. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities.
- F. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

SIGNATURES ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, City and Contractor have executed this Agreement, effective as of the Effective Date first above written.

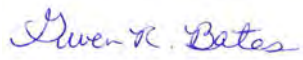
CONTRACTOR: Galls, LLC

Signature: 

Print Name: Mike Fadden, CEO

Title: Member/Manager (LLC)

Attest/Witness:

Signature: 

Print Name: Gwen Bates

Title: Secretary, Corporate Counsel
(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: City Clerk

Approved as to form:

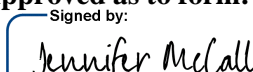
Signed by:  11/11/2024
City Attorney Date

EXHIBIT “A”



CITY OF MILTON REQUEST FOR PROPOSALS (THIS IS NOT AN ORDER)

RFP Number: 24-PD01	RFP Title: Uniforms – Milton Police Department
Due Date and Time: June 27, 2024, by 2:00 pm EST <i>*Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct</i>	Number of Pages: 33
ISSUING DEPARTMENT INFORMATION	
Issue Date: June 6, 2024	
City of Milton Police Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Website: www.miltonga.gov
INSTRUCTIONS TO OFFERORS	
Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at https://www.miltonga.gov/government/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	Mark Envelope/Package: RFP Number: 24-PD01 Name of Company or Firm Special Instructions: Deadline for Written Questions June 17, 2024, by 5:00 PM EST Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/government/finance/bids-rfps
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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TABLE OF CONTENTS

Offeror's RFP Checklist

Disclosure Form

Proposal Letter

Contractor Affidavit and Agreement (E-Verify)

Schedule of Events

Section 1: Project Overview and Instructions

Section 2: RFP Standard Information

Section 3: Scope of Services

Section 4: Offeror Qualifications

Section 5: Cost Proposal

Section 6: Evaluation Criteria

Section 7: Standard Contract Information

Sample Standard Contract

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Milton

1. _____ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ Attend the pre-qualifications conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website at <https://www.miltonga.gov/government/finance/bids-rfps> will include all questions asked and answered concerning the RFP.
5. _____ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The submittals are evaluated based solely on the information and materials provided in your response.
7. _____ Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.
8. _____ Check the website for RFP addenda. Before submitting your response, check the City's website at <https://www.miltonga.gov/government/finance/bids-rfps> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late submittal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's response.



**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return it as part of your RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

_____	_____
_____	_____



RFP# 24-PD01
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-PD01), Uniforms – Milton Police Department.

It is understood and agreed that we have read the City’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify Number

Date of Authorization

Name of Contractor

Uniforms – Milton Police Department
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury
that the foregoing is true and correct.

Executed on _____, _____, 20____
in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer
or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

SCHEDULE OF EVENTS

Task	Date
Issue RFP	June 6, 2024
Site Visit (<i>recommended, but not mandatory</i>)	n/a
Deadline for Questions	June 17, 2024, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, June 20, 2024
Proposals Due	By 2:00 p.m. EST on June 27, 2024
Award Contract	July 22, 2024 (proposed)

NOTE: PLEASE CHECK THE CITY WEBSITE (<https://www.miltonga.gov/government/finance/bids-rfps>) FOR ADDENDA AND SCHEDULE UPDATES.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

The City of Milton is requesting sealed proposals from qualified Offerors with demonstrated professional competence and experience to provide uniforms for the City of Milton Police Department, including embroidery and alteration services. It is the intent of the City to award contract to a "Full Service Provider". The selection will be based on overall price, services, performance, reliability, and location convenience of the Offeror. The City's needs are outlined in the following Request for Proposal (RFP). All offerors must comply with all general and special requirements of the RFP information and instructions enclosed herein. The City desires a three (3) year agreement beginning October 1, 2024 which is renewed annually.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until a Contractor is selected, Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement except at the direction of Honor Motes, Procurement Manager. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

Procurement Office: Honor Motes, Procurement Manager
Address: 2006 Heritage Walk, Milton, GA 30004
Telephone Number: 678-242-2507
E-mail Address: honor.motes@miltonga.gov

1.2 REQUIRED REVIEW

A. Review RFP.

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

B. Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on June 17, 2024**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.

The City will provide an official written answer to all questions on or about **June 20, 2024**. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at <https://www.miltonga.gov/government/finance/bids-rfps>. Offerors must sign and return any addendum with their RFP response.

D. Standard Contract.

By submitting a response to this RFP, Offeror agrees to acceptance of the City's standard contract. Much of the language included in the standard contract reflects the requirements of state law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the procurement office referenced above by the date for receipt of written/e-mailed questions or with the Offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the

Offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all Professionals submitting a response to this RFP.

E. Mandatory Requirements.

To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3 NON-DISCRIMINATION

All qualified applicants will receive consideration without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.

1.4 SUBMITTING PROPOSALS

Offerors must organize their proposal into sections that follow the following format. This RFP is for one proposal that includes all potential phases of this project.

A. Submittal Requirements.

Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. Contractor Affidavit and Agreement (eVerify)
5. Technical Proposal: No more than six (6) pages – cover page(s), table of contents, tabs, and required forms do not count toward the page limit. It shall have a minimum of 11-point font.

Each Technical Proposal Shall Contain:

- a. Company History: Provide a brief overview of your company, including the number of years in business, background, and history
 - c. Services Offered (2 pages) – provide list of services, order times, locations, etc. as well as, any anticipated challenges, and any innovative approaches
 - d. Experience and References: Include the firm's experience in providing services such as those described in this RFP. Provide a summary of at least three (3) projects with services of a similar nature within the last three (3) years with contact name and email address
 - d. Pricing (See Section 5.0)
6. Applicable Addenda Acknowledgement Forms (if necessary)

B. Failure to Comply with Instructions.

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any qualifications that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

C. Electronic Submittal Required and Deadline for Receipt of Proposals.

Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at <https://www.miltonga.gov/government/finance/bids-rfps> by 2:00 PM on June 27, 2024. Proposals will be opened at approximately 2:30 p.m. and names of Firms will be announced. **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

D. Late Proposals.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure proposals are submitted via the BidNet Direct procurement portal by the designated time. Late proposals will not be accepted.

1.5 OFFEROR'S CERTIFICATION

A. Understanding of Specifications and Requirements

By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

B. Offer in Effect for 120 Days

A proposal may not be modified, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.

The City of Milton may, in the event the selected Offeror fails to perform and/or the contract is terminated within forty-five (45) days of its initiation, request the Offeror submitting the next acceptable proposal to honor its proposal.

1.6 COST OF PREPARING PROPOSALS

A. City Not Responsible for Preparation Costs.

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals.

B. All Timely Submitted Materials Become City Property.

All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the City of Milton. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The City encourages free and open competition among Offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of qualifications has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

B. Procurement Officer Review of Proposals.

Upon opening the submittals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the submittal.
2. An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each submittal containing trade secrets. Please contact Honor Motes, Procurement Manager, for additional information.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

A. Initial Classification of Proposals as Responsive or Nonresponsive.

Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the qualification is not within the specifications described and required in the RFP. If a qualification is found to be nonresponsive, it will not be considered further.

B. Determination of Responsibility.

The procurement office will determine if an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

C. Evaluation of Proposals.

The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation to determine the highest scoring

Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will

be used to determine the most advantageous offering to the City.

D. Completeness of Proposals.

Selection and award will be based on the Offeror's proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.

After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the submittal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

F. Best and Final Offer

The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.

The evaluation committee will provide a written recommendation for contract award.

H. Request for Documents Notice.

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place.

I. Contract Negotiation.

The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible Offeror whose submittal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring Offeror.

J. Contract Award.

Contract award, if any, will be made to the highest scoring Offeror who provides all required documents and successfully completes contract negotiation.

2.4 RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Modify, cancel, or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select an Offeror without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss an RFP submittal for any purpose to answer questions or to provide clarification,
6. Award a portion of this RFP or not award any portion of this RFP if it is in the best interest of the City not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.



SECTION 3: SCOPE OF SERVICES

3.0 STATEMENT OF INTENT

The City is soliciting proposals from firms/individuals interested in providing uniforms for its Police Department, including embroidery and alteration services. It is the intent of the City to award contract to a "Full Service Provider". Offeror must maintain a local store within the metro-Atlanta area with inventory accessible for city staff to be measured and fitted in the same day. The selected Vendor must be able to deliver within ten (10) calendar days after award. Items listed in the Cost Proposal are approximated to the best of the City's ability and current needs; however, the City reserves the right to make necessary apparel/uniform changes should such need be determined by the City.

3.1 UNIT PRICES ~ Must return completed spreadsheet (provided in Section 5)

The Offeror agrees to be reimbursed on a price per unit basis with the understanding that the City guarantees no maximum or minimum purchase or work. Please fill-in the "price per unit" column on the Cost Proposal spreadsheet. The prices listed must be valid for at least one year. A 2.5% inflation escalator may be added after year one. Offeror must notify the City of Milton in writing thirty (30) days prior of any increase in price.

3.2 REFERENCES/EXPERIENCE ~ Please supply minimum of two (2) references and their contact information

Full consideration will be given to the reputation of the submitter, City of Milton experience, financial responsibility, and work of this type successfully completed. Regarding vendors who have performed services for the City previously, this evaluation will include consideration of the quality of the work previously provided by any such vendor. In conducting such evaluation, the City may also consider credible evidence provided to or obtained by the City from any source regarding any vendor's quality of performance on other projects for entities other than the City.

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.



SECTION 5: COST PROPOSAL: 5 Pages ~ (Page 1 of 4)

**MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE
RFP 24-PD01, Uniforms – Police Department**

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Print/Type Company Name Here: _____

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Title_____

See Cost Proposal Sheet Below

Please complete the "Fixed Cost Per Unit" column below and return with proposal.

SECTION 5: COST PROPOSAL continued – Page 2 of 4

Milton Order Form

Name
Admin or Officer

Order
Date
PO:

QTY	BRAND	DESCRIPTION	UNIT PRICE	Size	LINE TOTAL
	<u>ELBECO: SOUTHEASTERN (OR COMPARABLE)</u>	Men's dress SHORT sleeve shirt is made of 100% textured polyester - Navy, With Milton patch and badge sewn on			\$
	<u>ELBECO: SOUTHEASTERN (OR COMPARABLE)</u>	Lady's dress SHORT sleeve shirt is made of 100% textured polyester - Navy with Milton patch and badge sewn on			\$
	<u>ELBECO: SOUTHEASTERN (OR COMPARABLE)</u>	Men's dress LONG sleeve shirt is made of 100% textured polyester - Navy, With Milton patch and badge sewn on			\$
	<u>ELBECO: SOUTHEASTERN (OR COMPARABLE)</u>	Lady's dress LONG sleeve shirt is made of 100% textured polyester - Navy, With Milton patch and badge sewn on			\$
	<u>ELBECO: SOUTHEASTERN (OR COMPARABLE)</u>	Men's dress Pants made of 100% textured polyester - Navy			\$
	<u>ELBECO: SOUTHEASTERN (OR COMPARABLE)</u>	Lady's dress Pants made of 100% textured polyester - Navy			\$
	<u>Flying Cross</u>	Men's Polyester Gabardine Pant's			
	<u>Flying Cross</u>	Women's Polyester Pant's			
	<u>ELBECO: SOUTHEASTERN (OR COMPARABLE)</u>	Unisex jersey turtleneck with ribbed cuffs and long sleeves 60% cotton / 40% polyester - (Embroidery MPD in White)			\$
	<u>ELBECO: SOUTHEASTERN (OR COMPARABLE)</u>	Unisex jersey mock turtleneck with ribbed cuffs and long sleeves 60% cotton / 40% polyester (Embroidery MPD in White)			\$
	<u>Elbeco Short Sleeve Undervest Shirt</u>	Ladies and Men's, With Milton patch and badge sewn on			
	<u>Elbeco Long Sleeve Undervest Shirt</u>	Ladies and men's, With Milton patch and badge sewn on			
		First Tactical Mens Product Pullover			
		POLYESTER 3" CLIP ON TIE W/BUTTON HOLES - NAVY			\$
		Reversible Jacket 3M Polyurethane/Nylon			\$
		Reversible Coat with 3M Polyurethane/Nylon			\$

		MEN'S and Women's TACTICAL HEATGEAR® COMPRESSION SHORT SLEEVE T-SHIRT - BLACK			\$
	-	511 5 IN 1 JACKET W/LINER - BLACK - EMB B/S, BADGE PATCH ABOVE POCKET - NOTHING ON LINER, With Milton patch and badge sewn on			\$
		511 - CHAMELEON SOFTSHELL JACKET - BLACK, With Milton patch and badge sewn on			\$
	Tact Pants	511 Tactical Apex Pants			
	Men Tac Pants	24-7 SERIES® MENS TACTICAL PANTS - (color selection)			\$
	Men Tac Pants	24-7 SERIES MENS TACTICAL PANTS - (color selection)			\$
	Women Tac Pants	24-7 SERIES® LADIES TACTICAL PANTS - (color selection)			\$
	Tru Spec Tac Polo Men's	24-7 SERIES® MENS SHORT SLEEVE PERFORMANCE POLO - w/ Milton LOGO - (color selection), With Milton patch and badge sewn on			\$
	Tru Spec Tac Polo Women's	24-7 SERIES® LADIES SHORT SLEEVE PERFORMANCE POLO - w/ Milton LOGO - (color selection), With Milton patch and badge sewn on			\$
	Cornerstone Tac Polo Men's	CornerStone® - Select Snag-Proof Tactical Polo. CS410 - w/ Milton LOGO (color selection), With Milton patch and badge sewn on			\$
	Cornerstone Tac Polo Women's	CornerStone® - Ladies Select Snag-Proof Tactical Polo w/Milton LOGO (color selection), With Milton patch and badge sewn on			\$
	Vertex Tac Polo Men's	VERTEX MEN'S COLDBLACK LONG SLEEVE POLO (color selection)			\$
	Vertex Tac Polo Women's	VERTEX WOMEN'S COLDBLACK LONG SLEEVE POLO (color selection) With Milton patch and badge sewn on			\$
	Tie	Clip on tie LAPD Blue			
		<u>Other Items order below:</u>			
	-	LAWPRO 48" DELUXE REVERSIBLE RAINCOAT WITH DETACHABLE HOOD/REFLECTIVE STRIPES/PRINTING (or COMPARABLE)			\$
	-	SPIEWAK ANSI VIZGUARD SHORT REVERSIBLE DUTY RAINCOAT/REFLECTIVE STRIPES/PRINTING (or COMPARABLE)			\$
	-	Winter toboggan hats Under Armour			\$
		Any comparable items with approval			
	Body Armor	Galls G-Force Level IIIA Concealable Ballistic Vest			
	Outer Vest Cover	PBE Maverick Molle Frnt/Slick Back/ Ext Cmrwnd ODCOOTV1 Spacer, Kwiq Clip			
	-	GOLD/ Silver NAMEPLATE - LAST NAME ONLY			\$
	-	SAFARILAND PLAIN DUTY BELT			\$
		Kydex Duty Belt			

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the criteria listed below. Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered. Positive or negative City of Milton experiences are part of the evaluation. Lack of service experience with the City is not a detriment to the evaluation as long as positive references and experiences can be produced. Location evaluation is determined by proximity to Milton City Hall and Milton Police Department. The City may request short-listed proposers to meet with the City’s Evaluation Committee for evaluation purposes.

Proposal Evaluation Criteria:

References/Experience/Service/Location	70 pts
Price	30 pts

Total Possible Points Available are 100 points.

1. Interviews and Product Demonstration

If applicable, short-listed Offerors will be invited to make a presentation to the City of Milton.

2. Final Ranking

Upon completion of the interviews and demonstrations, the evaluation committee will rank the short-listed proposals based on secondary presentation scores. The top-ranked proposal will be recommended for contract award, pending successful negotiations.

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

The City’s standard contract is attached to this document as Appendix A. Offeror should notify the City of any terms within the standard contract that preclude them from responding to the RFP. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror’s RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring Offeror at the time of contract negotiation.

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the Offeror’s RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City’s standard contract, attached as Appendix A, contains the contract terms and conditions which will form the

basis of any contract negotiated between the City and the highest scoring Offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.2 SUBCONTRACTOR

The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposals. The City reserves the right to approve all sub-contractors. The Contractor shall be responsible to the City for the acts and omissions of all sub-contractor or agents and of persons directly or indirectly employed by such sub-contractor, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within ten (10) working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO OFFERORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.5 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.6 CONTRACT TERMINATION

See sample contract.

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 24-PD01**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Signature
ADDENDUM #1

Date

ADDENDUM #1 RFP 24-PD01

Questions and Answers

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

1. What brand of duty gear (mag pouch, flashlight, cuff, radio holders, etc.) are you currently using and also what brand are the reversible jacket/coat w/ 3M and do these need any decorations added? Please provide item numbers, if you have them. ~ We use 511 and Safariland pouches, for the flashlights we use Streamlight, for the jacket we use 511 and Truspec. The reversible is a raincoat that would need POLICE on yellow side.
2. Does the body armor need to have a concealable cover or is it just the ballistic panels? Also, does the outer vest cover need a namestrip or any ID panels? ~ Yes, it needs concealable cover. The vest will have officer's name, POLICE on the back, and Milton Police on the front.

EXHIBIT “B”



CITY OF MILTON REQUEST FOR PROPOSALS (THIS IS NOT AN ORDER)

RFP Number:
24-PD01

RFP Title:
Uniforms – Milton Police Department

Due Date and Time: June 27, 2024, by 2:00 pm EST

**Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct*

Number of Pages: 33

ISSUING DEPARTMENT INFORMATION

Issue Date: June 6, 2024

**City of Milton
Police Department
2006 Heritage Walk
Milton, GA 30004**

Phone: 678-242-2500

Website: www.miltonga.gov

INSTRUCTIONS TO OFFERORS

Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at
<https://www.miltonga.gov/government/finance/bids-rfps>

If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.

Mark Envelope/Package:
RFP Number: 24-PD01
Name of Company or Firm

Special Instructions:
Deadline for Written Questions
June 17, 2024, by 5:00 PM EST

Submit questions online via the BidNet Direct procurement portal at
www.miltonga.gov/government/finance/bids-rfps

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Authorized Offeror Signature: Mike Fadden, CEO


(Please print name and sign in ink)

Offeror Phone Number: 844-464-2557

Offeror FAX Number: 877-914-2557

Offeror Federal I.D. Number: 20-3545989

Offeror E-mail Address: bidreview@galls.com

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov





**CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return it as part of your RFP package when it is submitted.

Name of Offeror GALLS, LLC

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

N/A

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

<hr/>	<hr/>
<hr/>	<hr/>



RFP# 24-PD01
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (24-PD01), Uniforms – Milton Police Department.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 06/25/2024

Print/Type Name Mike Fadden, CEO

Print/Type Company Name Here GALLS, LLC



CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

45067

E-Verify Number

09/23/2011

Date of Authorization

GALLS, LLC

Name of Contractor

Uniforms – Milton Police Department

Name of Project

City of Milton, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 25, 2024

in Lexington (city), KY (state).

[Signature]
Signature of Authorized Officer or Agent

Mike Fadden, CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 25th DAY OF June, 2024

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

01/24/2027

City of Milton

RFP 24-PD01 Uniforms- Milton Police Department

Galls, LLC Technical Response

Due: June 27, 2024, 2:00 PM EST



PREPARED FOR

CITY OF MILTON
Police Department
2006 Heritage Walk
Milton, GA 30004

PREPARED BY

Galls LLC
1340 Russell Cave Rd.
Lexington, KY 40505





GALLS, LLC TECHNICAL RESPONSE



1.4 A COMPANY HISTORY

Galls, LLC ("Galls") is pleased to present our proposed solutions to the City of Milton (the "City") in response to solicitation, Police Department RFP 24-PD01. Galls has been in business for over 57 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1700 employees. Galls generates over \$640 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Our goal is to make sure that we can be proud of the service and products we provide. Our core customers constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the police department uniforms and requested services to the City facilities per the specifications over the term of the contract and all extensions. We are proud to serve America's Public Safety Professionals.

REPUTATION AND EXPERIENCE

Galls has an established reputation for providing a full range of logistics support services from procurement options through life-cycle support to military, law enforcement and disaster response customers. Most of our customer base falls under the government sector. We have over 700 formal contracts with local, State, Federal and Military agencies, including a contract with GSA that are serviced daily.

Finally, Galls and the Galls' Family of Companies have a branch network of over 150 locations nationwide and our branch offices are staffed with more than 40 Branch Service Reps that meet with customers face to face and handle service work (sizing, delivery etc.).

Two of our branches are located within a 30-mile radius to the City:

Galls Atlanta – 1660 Chattahoochee Ave NW, Atlanta, GA 30318

Galls Marietta – 1395 South Marietta Pkwy SE Bldg. 200, Suite 220, Marietta, GA 30067

TIMELINE

- Established in 1967
- Purchased by ARAMARK (1995)
- Acquired Long Beach Uniform (2002)
- Launched first custom website (2004)
- Purchased by CI Capital Investment Group (2011)
- Acquired Quartermaster Uniforms (2012)



- Acquired Roy Tailors of Cincinnati/Columbus, OH (2013)
- Acquired Best Uniforms (2014)
- Acquired Blumenthal Uniforms (2014)
- Acquired Lone Star Uniforms (2014)
- Acquired AK Uniforms & Equipment Co. (2015)
- Acquired Sterling's Public Safety Inc. (2015)
- Acquired A.M.E. 'S Uniforms (2015)
- Acquired U.S. Calvary (2016)
- Acquired Apparel Sewn Right (ASR) (2016)
- Acquired Alamar Uniforms (2016)
- Acquired Rosen's Uniforms (2016)
- Acquired Azar's Uniforms (2016)
- Acquired Neve's Uniforms (2016)
- Acquired Uniforms Unlimited (2016)
- Acquired Arslan Uniforms (2017)
- Acquired Patriot Outfitters, LLC (2017)
- Acquired Carpenter Uniforms (2017)
- Acquired Carpenter Uniforms and Promotional Products (2017)
- Acquired Red the Uniform Tailor (2017)
- Purchased by Charles bank Capital Partners, LLC (2018)
- Acquired KEEPRS, Inc. (2018)
- Acquired Miller Uniforms and Emblems, Inc. (2018)
- Acquired Cruse Uniforms & Equipment, Inc. (2018)
- Acquired Lark Uniforms (2018)
- Acquired Samzie's Uniforms (2018)
- Acquired Universal Uniforms (2019)
- Acquired Keystone Uniforms and On Guard Apparel (2019)
- Acquired Brookfield and US Uniforms (2021)
- Acquired US Patriot Tactical (2022)
- Acquired LVI Solutions (2024)

1.4 C SERVICES OFFERED

STOCKING, DISTRIBUTION & FULFILLMENT

Galls' headquarters and primary distribution center is in Lexington, Kentucky. The Lexington center is approximately 350,000 square feet, containing 40,000 active pick locations and 38,000 reserve locations. Galls has a fully automated warehouse management system (WMS) and an advanced pick control system for order fulfillment allowing us to ship an average of 4,000 orders daily or just over 1 million orders annually. Additionally, Galls operates two more distribution centers in Cerritos, California approximately 50,000 square feet and Lenexa, Kansas approximately 37,000 square feet. Both Cerritos and Lenexa operate with the same state of the art warehouse system as the primary. We adhere to strict service level agreements (SLAs) for all our contract customers to ensure we provide the highest level of customer satisfaction and meet or exceed stated delivery requirements..

Galls has a fully staffed Inventory Management Department ("IM") that is responsible for purchasing and managing our inventory. On average Galls holds approximately \$80M in on-hand inventory. Galls utilizes our very own G3 planning and forecasting system software which is fully automated.



The system uses complex algorithms to compute current and future needs on finished goods inventory. Galls' Inventory Planning reviews electronic data provided by the G3 system and then adds human logic as well as historical data from any previous contracts and customer input. Purchase Orders are then released for finished goods to our vendors. This process considers constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs, we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs. Galls Initial Fill Rate is 85% for un-customized orders.

Galls' Order Packing process has been designed to ensure a 100% quality control audit integrated into the process. All items packed for an order are scan confirmed against the order lines to ensure accuracy. Any item not specifically identified on the order by barcode, or missing, will be flagged and the order label won't be printed until the issue has been resolved by a supervisor. This allows Galls to ensure complete quality in the packing and fulfillment processes.

Galls is the City's reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry. However, your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand.

EMBROIDERY & ALTERATIONS SERVICE

No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we can accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white.

Galls provides numerous customization options for our uniform products. This includes tailoring, embroidery, emblem application, heat press, and screen printing. We know that we can meet any customization needs presented by the City.

Galls provides alterations in-house through our distribution center in Lexington, KY and at all of our retail and service centers in the State of Georgia. To ensure proper fit, there are several options. Galls employees can come on site to take measurements and properly store them for future reference. Galls can also provide a run of sample sizing for the customer to keep on hand, try on and order the correct size. Customer preference can be discussed upon award. Hemming takes place at our distribution center or at our retail/service centers.

Two of our branches are located within a 30-mile radius to the City:

Galls Atlanta – 1660 Chattahoochee Ave NW, Atlanta, GA 30318

Galls Marietta – 1395 South Marietta Pkwy SE Bldg. 200, Suite 220, Marietta, GA 30067

CUSTOMER TRANSITION PLAN

When acquiring contracts or new customers, Galls understands the importance of planning on the front end. We believe that we can not only make your agency more efficient by using our website but also



offer guidance on purchasing processes that will help the City maximize their police uniform procurement by reducing inventory and streamlining processes. In a similar fashion or in conjunction with the website meetings, Galls would like to have discussions with the City on inventory forecasts, processes, and products. Galls fully understands the needs of our customers to have a fully functional program in a short time period. If given a deadline by the City, Galls will work diligently to meet and exceed that deadline.

ONLINE UNIFORM PROGRAM “EQUIP”

Galls can create a customized Online Ordering System (“eEquip”) that will meet and exceed the expectations of the City and will offer an additional way to purchase your contracted items. eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip will allow the City to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, and customize on demand reports for the City, individual, or unit to provide a seamless order process. eEquip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly in order to maintain a stock of necessary uniforms and equipment.

The efficiencies gained by utilizing the Galls on-line solution results in real dollar savings beyond evaluating products at a line-item basis. By utilizing the eEquip system you are eliminating a lot of the hidden costs with managing your uniform program such as managing multiple suppliers. Galls has partnered with over 1600 manufacturers and can be your one stop shop. Time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device. By utilizing eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power.

Galls currently operates more than 15,000 eEquip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users.

eEquip capabilities will include:

- Secure online ordering system
- Site only accessible by username/password as assigned by customers
- Contract pricing pre-loaded into each specific website.
- Mobile device capability
- Customer specific configuration
- Product offering management
- Integrated with Galls ERP system
- Flexible On-Demand Reporting

The Galls eEquip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website.

The Galls eEquip system is a force multiplier for your agency that will dramatically improve your effectiveness in managing contract purchases at no additional cost or effort to the City.

1.4 D – EXPERIENCE AND REFERENCES

Galls has an established reputation for providing a full range of logistics support services from



procurement options through life-cycle support. Galls is the largest public safety distributor in the United States. With over 700 formal contracts presently being executed. Galls currently maintains active vendor relationships with over 900 manufacturers specializing in providing uniforms and equipment into the federal government, military, and public safety markets. Galls understands the demanding needs and quantities of your orders. We have demonstrated this type of service in past projects. We were able to deliver quality products and service to those customers to assist them in their mission. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry.



DEKALB COUNTY POLICE DEPARTMENT

2842 H.F. Shepherd Drive / Decatur, GA 30034

Joshua Fritz, Sergeant

Account Managed from 2020 – Currently Active

PH: (404) 288-3201

JSFRITZ@DEKALBCOUNTYGA.GOV

FULTON COUNTY SCHOOLS POLICE DEPARTMENT

6201 Powers Ferry Road / Atlanta, GA 30339

Mark Sulborski, Chief

Account Managed from 2018 – Currently Active

PH: (470) 254-0911

SULBORSKI@FULTONSCHOOLS.ORG

HENRY COUNTY PURCHASING (POLICE)

140 Henry Parkway / McDonough, GA 30253

Susan Harris, Deputy Director of Purchasing

Account Managed from 2015 – Currently Active

PH: (770) 228-6035

SHARRIS@CO.HENRY.GA.US



SECTION 5: COST PROPOSAL: 5 Pages ~ (Page 1 of 4)

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE
RFP 24-PD01, Uniforms – Police Department

The Offeror's cost proposal shall be signed by an authorized agent of the company. All pages of the Cost Proposal must be returned with the proposal.

The undersigned Offeror, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price of:

Print/Type Company Name Here: GALLS, LLC

Authorized Signature  Date 06/25/2024

Print/Type Name Mike Fadden

Print/Type Title CEO

See Cost Proposal Sheet Below

Please complete the "Fixed Cost Per Unit" column below and return with proposal.

SECTION 5: COST PROPOSAL continued – Page 2 of 4

Milton Order Form

Date: 06/25/2024

Admin or Officer: Mike Fadden

Order Name: Milton Police Department

PO: RFP 24-PD01

QTY	BRAND	DESCRIPTION	Unit Cost	Size	LINE TOTAL
	<u>ELBECO: SOUTHEASTERN</u> <u>(OR COMPARABLE)</u>	Men's dress SHORT sleeve shirt is made of 100% textured polyester - Navy, With Milton patch and badge sewn on			\$ 47.01
	<u>ELBECO: SOUTHEASTERN</u> <u>(OR COMPARABLE)</u>	Lady's dress SHORT sleeve shirt is made of 100% textured polyester - Navy with Milton patch and badge sewn on			\$ 47.01
	<u>ELBECO: SOUTHEASTERN</u> <u>(OR COMPARABLE)</u>	Men's dress LONG sleeve shirt is made of 100% textured polyester - Navy, With Milton patch and badge sewn on			\$ 50.41
	<u>ELBECO: SOUTHEASTERN</u> <u>(OR COMPARABLE)</u>	Lady's dress LONG sleeve shirt is made of 100% textured polyester - Navy, With Milton patch and badge sewn on			\$ 50.41
	<u>ELBECO: SOUTHEASTERN</u> <u>(OR COMPARABLE)</u>	Men's dress Pants made of 100% textured polyester - Navy			\$ 49.53
	<u>ELBECO: SOUTHEASTERN</u> <u>(OR COMPARABLE)</u>	Lady's dress Pants made of 100% textured polyester - Navy			49.52 \$
	<u>Flying Cross</u>	Men's Polyester Gabardine Pant's			\$49.56
	<u>Flying Cross</u>	Women's Polyester Pant's			\$49.56
	<u>ELBECO: SOUTHEASTERN</u> <u>(OR COMPARABLE)</u>	Unisex jersey turtleneck with ribbed cuffs and long sleeves 60% cotton / 40% polyester - (Embroidery MPD in White)		REG 2X 3X 4X 5X	\$ 28.61 \$24.59 \$26.23 \$27.05 \$27.87
	<u>ELBECO: SOUTHEASTERN</u> <u>(OR COMPARABLE)</u>	Unisex jersey mock turtleneck with ribbed cuffs and long sleeves 60% cotton / 40% polyester (Embroidery MPD in White)		REG 2X 3X 4X 5X	\$28.61 \$24.59 \$25.41 \$26.23 \$27.05
	<u>Elbeco Short Sleeve Undervest Shirt</u>	Ladies and Men's, With Milton patch and badge sewn on			\$46.20
	<u>Elbeco Long Sleeve Undervest Shirt</u>	Ladies and men's, With Milton patch and badge sewn on			\$50.60
		First Tactical Mens Produty Pullover			\$87.99
		POLYESTER 3" CLIP ON TIE W/BUTTON HOLES - NAVY			\$ 5.60

		Reversible Jacket 3M Polyurethane/Nylon	REG 3X-4X	\$ 123.43 \$136.25
		Reversible Coat with 3M Polyurethane/Nylon	REG 3X-4X	\$ 160.91 \$176.91
		MEN'S and Women's TACTICAL HEATGEAR® COMPRESSION SHORT SLEEVE T-SHIRT - BLACK		\$ 20.49
		511 5 IN 1 JACKET W/LINER - BLACK - EMB B/S, BADGE PATCH ABOVE POCKET - NOTHING ON LINER, With Milton patch and badge sewn on	REG 3X LONG	\$ 240.00 \$311.00 \$277.00
		511 - CHAMELEON SOFTSHELL JACKET - BLACK, With Milton patch and badge sewn on	REG 3X-4X	\$ 129.50 \$143.75
	Tact Pants	511 Tactical Apex Pants		\$73.80
	Men Tac Pants	24-7 SERIES® MENS TACTICAL PANTS - (color selection)		\$ \$48.61
	Men Tac Pants	24-7 SERIES MENS TACTICAL PANTS - (color selection)		\$ \$48.61
	Women Tac Pants	24-7 SERIES® LADIES TACTICAL PANTS - (color selection)		\$ \$48.61
	Tru Spec Tac Polo Men's	24-7 SERIES® MENS SHORT SLEEVE PERFORMANCE POLO - w/ Milton LOGO - (color selection), With Milton patch and badge sewn on		\$35.61
	Tru Spec Tac Polo Women's	24-7 SERIES® LADIES SHORT SLEEVE PERFORMANCE POLO - w/ Milton LOGO - (color selection), With Milton patch and badge sewn on		\$35.61
	Cornerstone Tac Polo Men's	CornerStone® - Select Snag-Proof Tactical Polo. CS410 - w/ Milton LOGO (color selection), With Milton patch and badge sewn on	REG 3X+	\$28.69 \$35.25
	Cornerstone Tac Polo Women's	CornerStone® - Ladies Select Snag-Proof Tactical Polo w/Milton LOGO (color selection), With Milton patch and badge sewn on	REG 3X+	\$30.00 \$35.25
	Vertex Tac Polo Men's	VERTEX MEN'S COLDBLACK LONG SLEEVE POLO (color selection)		\$48.39
	Vertex Tac Polo Women's	VERTEX WOMEN'S COLDBLACK LONG SLEEVE POLO (color selection) With Milton patch and badge sewn on		\$48.39
	Tie	Clip on tie LAPD Blue		\$5.60
		<u>Other Items order below:</u>	N/A	N/A
	-	LAWPRO 48" DELUXE REVERSIBLE RAINCOAT WITH DETACHABLE HOOD/REFLECTIVE STRIPES/PRINTING (or COMPARABLE)		\$49.19
	-	SPIEWAK ANSI VIZGUARD SHORT REVERSIBLE DUTY RAINCOAT/REFLECTIVE STRIPES/PRINTING (or COMPARABLE)		\$170.29
	-	Winter toboggan hats Under Armour		\$18.60
		Any comparable items with approval	N/A	N/A

	Body Armor	Galls G-Force Level IIIA Concealable Ballistic Vest			\$828.00
	Outer Vest Cover	PBE Maverick Molle Frnt/Slick Back/ Ext Cmrnd ODC000TV1 Spacer, Kwiq Clip			\$328.50
	-	GOLD/ Silver NAMEPLATE - LAST NAME ONLY			\$4.48
	-	SAFARILAND PLAIN DUTY BELT			\$38.29
		Kydex Duty Belt			\$18.00
	-	DUTYMAN PLAIN VELCRO INNER BELT		REG XL-2X 3X-4X	\$27.06 \$28.05 \$29.52
	Light	Surefire X300 Ultra Weapon Light			\$292.00
	Light	Streamlight Strion DS HL Dual Switch			\$140.00
		Mag pouch, flashlight holder, cuff pouch radio holder for vest cover			\$25.51
		Hinged and chained handcuffs Smith and Wesson			\$37.83
	<u>BOOTS:</u>		N/A	N/A	N/A
		Bates 8" Tactical Sport Boot			\$96.76
		Thorogood Men's 8" Side Zip Jump Boot			\$123.00
		5.11 Tactical 6" EVO Waterproof Boot			\$117.00
		Nike 8" SFB Field Duty Boot			\$149.00
		Rocky 8" AlphaForce Zipper Boot			\$112.50
		Reebok 8"Dauntless Ultra Light Side Zip duty boot			\$110.50
		Salomon Speed Assault Quarterboot			\$140.00
		Under Armour Valsetz RTS 1.5 Side zip			\$110.50
		511 Tacticl 8" A.T.A.C. zipper boot			\$93.00
	SAFARILAND, LLC.	POLY STINGER FLASHLIGHT CARRIER	1		\$39.60
	SAFARILAND, LLC.	7923 ACCUMOLD ELITE ADJUSTABLE RADIO POUCH	1		\$50.90
	SAFARILAND, LLC.	DOUBLE CUFF CASE	1		\$55.35
	SAFARILAND, LLC.	SLIMLINE OPEN TOP DOUBLE MAG HOLDER - BELT LOOP	1		\$37.80
Gear Holder Pricing total			\$183.65		

This list would also include embroidery services and alteration services.							
					SUBTOTAL	\$4,845.06	-
					SALES TAX	N/A - CITY TAX EXEMPT	
					TOTAL	\$4,845.06	

Annual Escalator Percentage, if any: 5-8% depending on CPI

End Cost Proposal ~ page 4 of 4

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300		CONTACT NAME: Trip Yersky PHONE (A/C, No, Ext): E-MAIL ADDRESS: trip.yersky@usi.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : QBE Insurance Corporation		39217
		INSURER B : General Casualty Company of Wisconsin		24414
		INSURER C : Praetorian Insurance Company		37257
		INSURER D : Cincinnati Insurance Company		10677
		INSURER E : North Pointe Insurance Co		27740
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			171000318	03/01/2024	03/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			161000042	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000			191000210	03/01/2024	03/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	152000028	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			EXS0570374	03/01/2024	03/01/2025	\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract RFP24-PD01

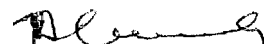
The General Liability, Automobile Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation endorsement in favor of Additional Insured as referenced above.

CERTIFICATE HOLDER**CANCELLATION**

City of Milton
2006 Heritage Walk
Milton, GA 30004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 24-PD01**

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: GALLS, LLC

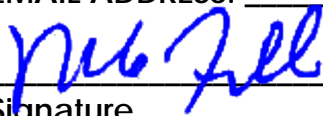
CONTACT PERSON: Mike Fadden

ADDRESS: 1340 Russell Cave Rd

CITY: Lexington STATE: KY ZIP: 40505

PHONE: 844-464-2557 FAX: 877-914-2557

EMAIL ADDRESS: bidreview@galls.com


Signature
ADDENDUM #1

06/27/2024
Date

ADDENDUM #1 RFP 24-PD01

Questions and Answers

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

1. What brand of duty gear (mag pouch, flashlight, cuff, radio holders, etc.) are you currently using and also what brand are the reversible jacket/coat w/ 3M and do these need any decorations added? Please provide item numbers, if you have them. ~ We use 511 and Safariland pouches, for the flashlights we use Streamlight, for the jacket we use 511 and Truspec. The reversible is a raincoat that would need POLICE on yellow side.
2. Does the body armor need to have a concealable cover or is it just the ballistic panels? Also, does the outer vest cover need a namestrip or any ID panels? ~ Yes, it needs concealable cover. The vest will have officer's name, POLICE on the back, and Milton Police on the front.

EXHIBIT “C”

See Exhibits “A” and “B”

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Galls, LLC
Name of Contractor

Police Department Uniforms Full-Service Supply
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "E"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Galls, LLC on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Police Department Uniforms Full-Service Supply
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
