

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH GALLS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Galls, LLC, a Delaware limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide uniforms and duty gear for the Costa Mesa Police Department, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Invitation for Bid, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement. Consultant's total annual compensation shall not exceed One-Hundred Seventy-Five Thousand Dollars (\$175,000.00). Consultant agrees not to raise Consultant's prices during the initial two (2) years of this Agreement. Thereafter, if the Agreement is extended pursuant to Section 4.1, Consultant may

request in writing at least sixty (60) days prior to June 30, 2027, a price increase based on an increase in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). The adjustment will be determined by using the May index for the current year and the May index for the preceding year. However, in no event shall any increase in Consultant's prices exceed two percent (2%). Consultant's written request for a price increase, and Consultant's revised prices shall be based upon such CPI increase. The price increase shall become effective on the first day after the initial two (2) year period of the Agreement.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such

failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months, ending on June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three [3] additional one [1]-year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such

communication is sent through regular United States mail.

IF TO CONSULTANT:

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
Tel: (844) 464-2557
Attn: Moriah Rudiger

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5272
Attn: Jason Chamness

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall

apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would

require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

Moriah Rudiger
Senior Manager Contract Compliance

CITY OF COSTA MESA

Cecilia Gallardo-Daly
Acting City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Jason Chamness
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Ronald Lawrence
Police Chief

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
INVITATION FOR BID



INVITATION FOR BID

FOR

POLICE DEPARTMENT UNIFORMS & DUTY GEAR

IFB NO. 25-15



Police Department

CITY OF COSTA MESA

February 5, 2025

**IFB NO. 25-15
FOR
POLICE DEPARTMENT UNIFORMS & DUTY GEAR**

The City of Costa Mesa Police Department (hereinafter referred to as the "City") is requesting bids from suppliers of police uniforms and duty gear, as well as alteration services. The awarded supplier, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Services Agreement, **Appendix B**. Prior to submitting a Bid, Bidders are advised to carefully read the instructions below, including the Sample Professional Services Agreement and any solicitation appendix/exhibits. The term is expected to be for three years with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of approximately over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Bidder shall have experience in similar types of services. All Bidders responding to this Invitation for Bid (IFB) will be reviewed based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. **Bidders are not to contact other City personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** Any City response relevant to this IFB other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on planet-bids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check planet-bids website to ensure that it has received and reviewed all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Bid Validity:** Bids will be valid for a period of 120 days after the IFB closing date.
3. **Bidder's Minimum Requirements:** Interested and qualified Bidders that can demonstrate their ability to successfully provide the required services outlined in **Appendix A, Scope of Services**, of this IFB are invited to submit a bid, provided they meet the following requirements. All requirements must be met at the time of the bid due date. **If these requirements are not met, the bid may not receive further consideration, as determined in the sole discretion of the City.**

- Bidder must have a supervisor assigned to the Contract with five (5) years of experience, within the last 8 years, providing services equivalent or similar to the services identified in **Appendix A, Scope of Services**.
- The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be no further than twenty (20) miles from the City of Costa Mesa Police Department.

Note: Contractor that maintain an office within fifteen (15) miles of Costa Mesa Police Department will be given additional consideration.

4. **Schedule of Events:** The invitation for bid will be governed by the following schedule:

Release of IFB	February 5, 2025
Deadline for Written Questions	February 11, 2025, by 11:00 am
Responses to Questions Posted on City's Website	February 13, 2025
Bids Due	February 19, 2025, by 2:00 pm

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the sample professional services agreement, conditions and **Scope of Services, Appendix A**. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the agreement. The sample agreement contained in this solicitation is the proposed agreement for execution. Upon award, awarded Bidder will be required to sign and submit contract for execution.

2. **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Bid. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
3. **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Appendix A, Scope of Services** of this IFB.
4. **Bid (Line Items in Planet-Bids):**
 - Bid prices quoted shall be firm for the full term of the contract. The bid price(s) shall include all fees, including, shipping, freight, transportation, travel, and any other fees. **No additional compensation will be allowed.**
 - Bid prices offered shall reflect all addendum(s) issued by the City.
 - Bids shall be submitted only for the items and/or services as stated in the Scope of Services; bids for other than the items and/or services listed will not be considered.
 - The City will only consider firm price bids.
 - The net amount of profit will remain firm during the period of the contract. Contract adjustments which increase Contractor's profit will not be allowed.
 - All price/rate decreases will automatically be extended to the City.
 - Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the City.
5. **Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the City, and the City reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a City standards committee that only one brand can meet the City's requirements, "**no exceptions**" shall be noted in the specifications.
6. **Accuracy of Bids:** Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Bidders: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:

- Preparing its bid in response to this IFB;
- Submitting that bid to the City;
- Negotiating with the City any matter related to the bid; and,
- Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.

8. Submission of Bids: Complete written Bids must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on February 19, 2025**. Bids will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Bids will not be accepted. **NO EXCEPTIONS.**

9. Inquiries: Questions about this IFB must be posted in the Q & A tab on planet-bids no later than **February 11, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this IFB prior to the Bid due date. All addendum(s), responses to questions received, and additional information will be posted on planet-bids.

From the date that this IFB is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this IFB with any City employee other than the contracting officer listed above regarding this IFB. The City reserves the right to reject any Bid for violation of this provision. No questions other than posted on planet-bids will be accepted, and no response other than written will be binding upon the City.

10. Conditions for Bid Acceptance: This IFB does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all bids received because of this IFB or to cancel this IFB in part or in its entirety. The City may waive any irregularity in any bid. All bids will become the property of the

City of Costa Mesa. If any proprietary information is contained in the bid, it should be clearly identified by Bidder.

11. Acceptance/Rejection/Award

- Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The City shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the City.
- The lowest, responsive, and responsible, Bidder will be recommended for contract award.
- Bids will be reviewed by the City for responsiveness to all requirements. The City has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- Only those responsible and responsive bids that meet all solicitation requirements and specifications, shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- Please take notice that non-acceptance of City terms and conditions may deem a bid non-responsive. The City will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.
- By submitting a response to this solicitation, Bidders agree to accept the decision of the City as final.

12. Checklist of Forms to Accompany Bid: As a convenience to Bidders, following is a list of the Form, (Appendix C) included in this IFB, which should be included with Bids:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution

13. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any bids awarded pursuant to the formal procurement procedure set forth in the Bid procedure may be appealed in accordance with the following procedure:

- The Bidder shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to bid award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Bidder must provide all documentation to support the appeal.

- The purchasing officer will respond in writing to the Bidder within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Bidder may appeal the purchasing officer's ruling to the city council at the next available council meeting.

14. Accuracy of Bids: Bidders shall take all responsibility for any errors or omissions in their Bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Bidder discovers a mistake in their Bid which renders the Bid unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the Bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

15. Responsibility of Bidders: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:

- Preparing Bid in response to this IFB.
- Submitting that Bid to the City;
- Negotiating with the City any matter related to the Bid; and,
- Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.

16. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this IFB, protest, or any other written communication between the City and Bidder, shall be available to the public. The City intends to release all public portions of bid submissions following the evaluation process at such time as a recommendation is made to the City Council.

If Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Bidder may not designate its entire bid as confidential nor designate its Price Bid as confidential.

Submission of a bid shall indicate that, if Bidder requests that the City withhold from disclosure information identified as confidential, and the City complies with the Bidder's request, Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to

attorneys' fees and costs that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to the withholding of Bidder information. Bidder shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Bidder information. If Bidder does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 17. Ex Parte Communications:** Bidders' representatives should not communicate with the City Council members about this IFB. In addition, Bidders, and Bidders' representatives, should not communicate outside the procedures set forth in this IFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the IFB facilitator, regarding this IFB until after contract award. This solicitation requires due process and therefore set-forth herein must be explicitly complied with. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Bidder" or "Bidder's representative" includes all the Bidder's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Bidder's bid, and any individual or entity who has been requested by the Bidder to contact the City on the Bidder's behalf. Bidders shall include the Ex Parte Communications form (**Appendix C**) with their bids certifying that they have not had or directed prohibited communications as described in this section.

- 18. Conflict of Interest:** The Bidder warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code, Sections 1090, et seq., or sections 87100 et seq., during the performance of services under any contract awarded. The Bidder further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any awarded contract being deemed void and unenforceable.

- 19. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Bidder from acting on behalf of the City, the City requires that all Bidders disclose in their bids any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Bidder shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past 12 months using the attached "Disclosure of Government Positions Form." (**Appendix C**)

- 20. Sample Professional Services Agreement:** The firm selected by the City will be required to execute a Maintenance Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B** but may be modified to suit the specific services and needs of the City. If a Bidder has any exceptions or conditions to the Agreement, these must be submitted

for consideration with the Bid. Otherwise, the Bidder will be deemed to have accepted the form of Agreement.

21. Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

22. Disqualification Questionnaire: Bidders shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Bidder, any officer of a Bidder, or any employee of a Bidder who has a proprietary interest in the Bidder, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A bid may be rejected because of a Bidder, any officer or employee of such Bidder, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See (Appendix C).

23. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Bid due date. All addendum(s) and additional information will be posted on the planet-bids website. Bidders should check this web page daily for new information.

APPENDIX A
SCOPE OF SERVICES
FOR
POLICE DEPARTMENT UNIFORMS & DUTY GEAR

The Costa Mesa Police Department (CMPD) is seeking suppliers of police uniforms and duty gear, as well as alteration services. CMPD provides uniforms for both professional staff and sworn employees, including, but not limited to: Police Officers, SWAT Officers, Park Rangers, Custody Officers, Records Technicians, Crime Scene Investigators, Public Safety Dispatchers, and Volunteers. CMPD has a staff of approximately 240 employees. Uniform and gear purchases and alteration services are requested on an "as needed" basis.

SERVICES

All garments and accessories to be furnished hereunder shall be new and unused and fabricated from new materials, and meet CMPD's desired specifications, as agreed upon award of contract.

All items shall be delivered and fitted on an "as needed" basis, pursuant to a written request from authorized personnel of the City.

The Contractor shall provide trained personnel, when required, for measuring and fitting of uniforms at their place of business.

Upon proper identification as a City personnel, the Contractor shall sell replacement clothing or equipment at the City's contract prices. The Contractor shall furnish only the contract items specified and shall not substitute a lesser quality of materials than was originally proposed.

Contractor's tailoring, fitting, alterations, sewing on of emblems and pressing must conform to **CMPD's Uniform and Accessories Specifications and Requirements (Exhibit 1)**

Contractor or its authorized subcontractor must be able to provide emergency and non-emergency uniform services during regular and after-business hours on a 24-hour basis.

City departments may purchase all items listed in the IFB according to the department needs. Contractors may not sell uniforms of one department to any other department. Proper identification must be presented by City personnel to the contractor at the time of order placement, pickup, and delivery.

Contractor must be able to provide special order uniforms and related accessories or equipment. These will not be specified in the contract but approved as a substitute item, as requested by the employee at the employee's expense. These costs must be billed separately to the employee. However, the contractor must be able to track and report all substituted items purchased by employees and shall make subject information available to the City as part of the regular reporting.

Contractor must be able to provide samples of uniforms and related accessories upon request by the City for use as "Control Samples" throughout the duration of the contract.

For items listed in the "Summary of Items" that require samples, such as patches, badges, emblems, and insignias, the Contractor shall provide quote(s) on industry standard design according to the specified description. All emblems shall be supplied by the Contractor. The City shall supply the Contractor with necessary artwork.

The City may add new items during the contract period to address issues such as changing operational needs, updated safety standards, and/or replacement of discontinued items. The City may request items in writing to the Contractor as needed, and new items will be included in a contract amendment on a quarterly basis.

Contractor must notify the City in writing (email is acceptable) of discontinued items before services will be interrupted or as soon as reasonably possible and provide suggested alternates.

Contractor must notify the City in writing (email is acceptable) of product backorders, as soon as possible, once the Contractor is notified of such a delay from a manufacturer.

Contractor must be able to accommodate contract amendments for the duration of the contract with timely delivery of notarized documents.

MEASUREMENT AND MARKING UNIFORM GARMENTS

When requested via an approved order, Contractor shall measure each individual and issue uniform and equipment items specifically for that individual, providing the proper size, adequate fit, and marking each garment and accessory to assure ready identification. Uniforms and accessories shall include the measurement, marking, tailoring, and alteration. Contractor must demonstrate how measurement and alteration services will be provided either in a storefront location within/near the City of Costa Mesa, at City facilities, or through mobile service options.

ALTERATION AND REPAIR SERVICE

Contractor must be able to provide alteration and repair services to new and previously purchased uniforms throughout the duration of the Contract. The Contractor must provide and submit a price list with all costs associated with alterations and repairs of uniforms and other clothing garments.

Embroidery of the following on an as needed basis:



CHAMPLAIN LOGO



COSTA MESA PD EST. 1953



Actual Embroidering



COST MESA PD MESAC LOGO, SILVER CLORED THREAD

EMERGENCY AND NEW HIRE GARMENT REQUIREMENTS

The Contractor shall provide emergency garments on a temporary basis to City employees if required. (Example: New employees waiting for new uniform to be ordered or special size not in stock.)

DELIVERY/ PICKUP

Prices shall include all delivery costs, if applicable, and unloading charges to the various departments in the City. However, pickup is the **preferred** method at this time. For uniforms, accessories, and miscellaneous items that are normally stocked, delivery/pickup shall be made within five (5) working days after receipt of order. For special order items, delivery/pickup shall be made within ten (10) working days.

Contractor shall be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and Overnight/Next Day Delivery must be provided by the Contractor. "Will Call" items shall be available for pick-up within four (4) hours after order.

MINIMUM ORDERS

No minimum orders are permitted.

ADEQUATE STOCK

The Contractor shall maintain adequate stock of uniforms, accessories, and miscellaneous equipment to accommodate City employee's needs, including emergencies, new hires, and fill-in orders, as needed by the City, through the length of the Contract. Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.

There shall be a minimum inventory maintained for each type of shirt and trouser in an assortment of sizes, plus a reasonable quantity of replacement items making up a complete uniform, including leather goods, accessories, and other equipment listed. The City may inspect the Contractor's

facilities to determine if sufficient inventory of all required uniforms and accessories are maintained in order to meet the City's required delivery schedule of five (5) working days.

ALTERNATIVES OR EXCEPTIONS

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the specifications are intended to establish the type, function, and quality required. It is the intent of the City to allow bidders to suggest alternative brand items besides those listed in Exhibit 1. **If deemed necessary by the City, proposers meeting the minimum qualifications will be invited to a mandatory product demonstration** day where a complete set of uniform items shall be displayed to the City reviewers. Failure to provide a sample of a suggested alternative may deem a bid nonresponsive. Detailed instructions for the product demonstrations will be provided to proposers upon invitation to participate.

The City shall make the determination, in its sole discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier.

Contractors acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Contractors further acknowledge and agree that the City's approval of an "approved equal" product does not relieve the Contractor from its duty to meet the functional and performance requirements in the Specifications so that the Contractor may ultimately be required to replace the "approved equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid with an approved equal, Contractor accepts these risks and the liability associated with these risks and waives all claims against the City for costs related to supplying replacements.

MISCELLANEOUS ITEMS

The City shall, at any time, request to purchase items not listed in the contract but that are publicly available in the Contractors catalog or website. Upon written request from an authorized City representative, Contractor shall provide a quote for the special order.

ONLINE ORDERING SYSTEM

Contractor shall, at no additional charge, provide an online ordering and reporting system to better facilitate individual and bulk purchasing and provide customized tracking and reporting.

The system should meet the following minimum requirements:

- Allow City to view contracted products
- Allow employees to select items for purchase online.
- Track purchases and purchasing data
- Ability to create "on demand" reports using user-defined queries such as:

- Product Number
 - Employee or ID #
 - Billing Account Codes
 - Purchase Date, or Purchase Date Range
 - Purchasing Department and Division
-
- Ability to create reports to track overall purchases by Division
 - Provide notification of order status to employee(s)
 - Provide an estimated time for delivery

The online system shall be operational within 90 days of the award of the contract. A demonstration of the proposed system may be requested as part of the qualification process.

SUBCONTRACTORS

Contractor shall not assign or subcontract any performance of the contract terms without the express written consent of the City.

EXHIBIT 1
CMPD's UNIFORM & ACCESSORIES SPECIFICATIONS & REQUIREMENTS

	MFG#	DESCRIPTION	COLOR
Uniform Shirts			
	3594N	ELBECO CX360 MENS SHORT SLEEVE SHIRT w/ WEST COAST POCKETS	MID NAVY
	3584N	ELBECO CX360 MENS LONG SLEEVE SHIRT w/ WEST COAST POCKETS	MID NAVY
	3514LC	ELBECO CX360 WOMENS SHORT SLEEVE SHIRT w/ WEST COAST POCKETS	MID NAVY
	3054LC	ELBECO CX360 WOMENS LONG SLEEVE SHIRT w/ WEST COAST POCKETS	MID NAVY
	F531150001	PROPPER LIGHTWEIGHT TACTICAL SHORT SLEEVE SHIRT	BLACK
	F531250001	PROPPER LIGHTWEIGHT TACTICAL LONG SLEEVE SHIRT	BLACK
	95R6625	FLYING CROSS MENS DELUXE TROPICAL SHIRT - SHORT SLEEVE	MEDIUM BLUE
	45W6625	FLYING CROSS MENS DELUXE TROPICAL WEAVE LONG SLEEVE SHIRT	MEDIUM BLUE
	152R6625	FLYING CROSS WOMENS DELUXE TROPICAL SHIRT - SHORT SLEEVE	MEDIUM BLUE
	102W6625	FLYING CROSS WOMENS DELUXE TROPICAL WEAVE LONG SLEEVE SHIRT	MEDIUM BLUE
	98R3986	PERFECT MATCH MENS SHORT SLEEVE SHIRT	NAVY
	48W3986	PERFECT MATCH MENS LONG SLEEVE SHIRT	NAVY
	254R3986	PERFECT MATCH WOMENS SHORT SLEEVE SHIRT	NAVY
	204W3986	PERFECT MATCH WOMENS LONG SLEEVE SHIRT	NAVY
	71175ABR-019	5.11 TACTICAL TACLITE PRO MENS SHORT SLEEVE SHIRT	BLACK
	72175ABR-019	5.11 TACTICAL TACLITE PRO MEN'S LONG SLEEVE SHIRT	BLACK
	62070ABR-019	5.11 TACTICAL TACLITE PRO WOMEN'S LONG SLEEVE SHIRT	BLACK

	111006	FIRST TACTICAL MENS V2 TACTICAL LONG SLEEVE SHIRT	OD GREEN
	111004	FIRST TACTICAL MEN'S DEFENDER LONG SLEEVE SHIRT	OD GREEN
	111015	FIRST TACTICAL MENS V2 PRO PERFORMANCE LONG SLEEVE SHIRT	BLACK
	121015	FIRST TACTICAL WOMENS V2 PRO PERFORMANCE LONG SLEEVE SHIRT	BLACK
	71354ABR-092	5.11 TACTICAL STRYKE MENS SHORT SLEEVE SHIRT	STORM GRAY
	72399-092	5.11 TACTICAL STRYKE MENS LONG SLEEVE SHIRT	STORM GRAY
	761MWH	LIBERTY LONG SLEEVE POLY DRESS SHIRT	WHITE
	F1 MBT7810 10	FLYING CROSS BADGE TAB	BLACK
	F1 MBT7002 02	FLYING CROSS BADGE TAB	MIDNIGHT BLUE
	F1 MBT7800 00	FLYING CROSS BADGE TAB	WHITE
	F1 MBT7886 86NA	FLYING CROSS BADGE TAB	NAVY
	0118861	YKK, INC. NO. 3 14" NYLON ZIPPER	BLACK
	0118861	YKK, INC. NO. 3 14" NYLON ZIPPER	LT. BLUE
	0118861	YKK, INC. NO. 3 14" NYLON ZIPPER	WHITE
Uniform Pants			
	E3464R	ELBECO MENS CX360 CARGO NON-CONCEALED PANTS	MID NAVY
	E3474LC	ELBECO WOMENS CX360 CARGO NON-CONCEALED PANTS	MID NAVY
	E3424R	ELBECO MENS CX360 5-POCKET PANTS	MID NAVY
	E3434LC	ELBECO WOMENS CX360 5-POCKET PANTS	MID NAVY

	E3444R	ELBECO MENS CX360 COVERT CARGO PANTS	MID NAVY
	E3454LC	ELBECO WOMENS CX360 COVERT CARGO PANTS	MID NAVY
	114011	FIRST TACTICAL V2 MENS TACTICAL PANTS	BLACK
	124011	FIRST TACTICAL V2 WOMENS TACTICAL PANTS	BLACK
	114011	FIRST TACTICAL V2 MENS TACTICAL PANTS	KHAKI
	124011	FIRST TACTICAL V2 WOMENS TACTICAL PANTS	KHAKI
	114011	FIRST TACTICAL V2 MENS TACTICAL PANTS	OD GREEN
	124011	FIRST TACTICAL V2 WOMENS TACTICAL PANTS	OD GREEN
	39489	FLYING CROSS PERFECT MATCH MENS TROUSERS	NAVY
	39489WT	FLYING CROSS PERFECT MATCH WOMENS TROUSERS	NAVY
	2058Z	MOCEAN ZIP OFF PANTS	BLACK
	73327ABR-019	5.11 STRYKE SHORT	BLACK
	74369ABR-724	5.11 MENS STRYKE PANTS WITH FLEXTAC	NAVY
	64386ABR-724	5.11 WOMENS STRYKE PANTS WITH FLEXTAC	NAVY
	74369ABR-019	5.11 STRYKE PANTS WITH FLEXTAC , MENS	BLACK
	64386ABR-019	5.11 STRYKE PANTS WITH FLEXTAC , WOMENS	BLACK
	74369ABR-120	5.11 STRYKE PANTS WITH FLEXTAC , MENS	COYOTE TAN
	64386ABR-120	5.11 STRYKE PANTS WITH FLEXTAC , WOMENS	COYOTE TAN

	74273ABR-019	5.11 TACTICAL TACLITE PRO MENS PANTS	BLACK
	64360ABR-019	5.11 TACTICAL TACLITE PRO WOMENS PANTS	BLACK
	114002	FIRST TACTICAL DEFENDER SERIES MEN'S PANT	BLACK
	74407ABR-750	5.11 WOOL MOTOR BREECHES	MID NAVY
Uniform Undervest Shirt			
	UVS171	ELBECO MEN'S UV1 CX360 LONG SLEEVE UNDERVEST SHIRT	MID NAVY
	UVS172	ELBECO MEN'S UV1 CX360 SHORT SLEEVE UNDERVEST SHIRT	MID NAVY
	UVS173	ELBECO WOMEN'S UV1 CX360 LONG SLEEVE UNDERVEST SHIRT	MID NAVY
	UVS174	ELBECO WOMEN'S UV1 CX360 SHORT SLEEVE UNDERVESTSHIRT	MID NAVY
Outerwear			
	48112ABR-019	5.11 SABRE 2.0 JACKET	BLACK
	48016ABR-019	5.11 TACTICAL RESPONSE JACKET	BLACK
	4660	BLAUER SOFTSHELL FLEECE JACKET	BLACK
	4018-B	COBMEX CARDIGAN SWEATER	BLACK
	4018-N	COBMEX CARDIGAN SWEATER	DK. NAVY
	SH3500	ELBECO SHIELD PERFORMANCE SOFTSHELL JACKET	BLACK
	118508	FIRST TACTICAL MEN'S TACTIX SOFTSHELL JOB SHIFT SHIRT	NAVY
	F1 32189 86	FLYING CROSS WOOL IKE JACKET W/ SILVER P BUTTONS & SILVER ZIPPER	NAVY
	Z1352103	ZABIN INDUSTRIES ALUMINUM ZIPPER FOR ABOVE JACKET	SILVER
	F1 MBT7886 86 NA	FLYING CROSS POLYESTER BADGE TABS W/ METAL EYELETS FOR ABOVE JACKET	NAVY

	870-T	GAME WORKWEAR FIREFIGHTER 1/2 ZIP TURTLENECK SWEATSHIRT	NAVY
	8270-400	GAME WORKWEAR PATRIOT LONG SLEEVE SHIRT	NAVY
	FOS900168	OAKLEY SI LIGHTWEIGHT 2.0 GLOVES	BLACK
	1009B	TACT SQUAD DUTY JACKET	BLACK
	1111-N	TACT SQUAD FLANNEL LINED WINDBREAKER	NAVY
	1111-B	TACT SQUAD FLANNEL LINED WINDBREAKER	BLACK
	201A	AUBURN SPORTSWEAR FLANNEL LINED WINDBREAKER OR EQUIVALENT	WHITE
Accessories			
	8119	BLAUER STRETCH MOCK T-NECK DICKIE	BLACK
	4007N	LAWPRO 5/16" x 2" PLAIN TIE BAR	SILVER
	6606-3	LAWPRO 1 1/2" BW NON-LEATHER BELT	BLACK/BW
	45033	SAMUEL BROOME CLIP ON TIE W/BUTTON HOLES, X-SHORT	BLACK
	45055	SAMUEL BROOME CLIP ON TIE W/BUTTON HOLES, SHORT	BLACK
	45015	SAMUEL BROOME CLIP ON TIE W/BUTTON HOLES, REGULAR	BLACK
	45045	SAMUEL BROOME CLIP ON TIE W/BUTTON HOLES, LONG	BLACK
	MCP38CS	JOHNSON PLASTICS NAME PLATE - SILVER POLISHED SMALL - DARK NAVY LETTERING	SILVER
	N/A	LINE 1 (F.LAST) FIRST INTIAL. LAST NAME (EX: J. SMITH)	N/A
	UA743S	GENERIC NAME TAPE W/ GILT COLORED EMBROIDERY OF FIRST INITIAL. LAST NAME	BLACK
(Executive Jacket)	1-00190-2434-11905	OGS TECHNOLOGIES WATERBURY UNIFORM P BUTTON (SINGLES), SMALL	SILVER
(Executive Jacket)	1-00190-3634-11905	OGS TECHNOLOGIES WATERBURY UNIFORM P BUTTON (SINGLES), LARGE	SILVER
	S0132550	BETTER EMBLEM MOURNING BANDS, 50 PK	BLACK
	S01325100	BETTER EMBLEM MOURNING BANDS, 100 PK	BLACK
Headwear			
	R10-PD-NV-BK	KEYSTONE CAP COVER/UNIFORM HAT LAPD R10 NAVY w/ SILVER P BUTTONS	NAVY




	R10CUSTOM	KEYSTONE CAP COVER/UNIFORM HAT LAPD R10 NAVY w/ SILVER P BUTTONS & GILT COLORED SCRAMBLED EGGS	NAVY
ATU Rain Uniform			
	11230	UNITED ATU SHORT SLEEVE UNIFORM SHIRT	BLACK
	11240	UNITED ATU LONG SLEEVE UNIFORM SHIRT	BLACK
	10140	UNITED ATU CARGO TROUSER	BLACK
Uniform Polo			
	112509	FIRST TACTICAL MENS PERFORMANCE SHORT SLEEVE POLO	BLACK
	111503	FIRST TACTICAL MENS PERFORMANCE LONG SLEEVE POLO	BLACK
	122509	FIRST TACTICAL WOMENS PERFORMANCE SHORT SLEEVE POLO	BLACK
	121503	FIRST TACTICAL WOMENS PERFORMANCE LONG SLEEVE POLO	BLACK
	112509	FIRST TACTICAL MENS PERFORMANCE SHORT SLEEVE POLO	MID NAVY
	111503	FIRST TACTICAL MENS PERFORMANCE LONG SLEEVE POLO	MID NAVY
	122509	FIRST TACTICAL WOMENS PERFORMANCE SHORT SLEEVE POLO	MID NAVY
	121503	FIRST TACTICAL WOMENS PERFORMANCE LONG SLEEVE POLO	MID NAVY
	K5138	ELBECO UFX PERFORMANCE TACTICAL MENS SHORT SLEEVE POLO	GRAY
	K5148	ELBECO UFX PERFORMANCE TACTICAL MENS LONG SLEEVE POLO	GRAY
	K5178LC	ELBECO UFX PERFORMANCE TACTICAL WOMENS SHORT SLEEVE POLO	GRAY
	K5188LC	ELBECO UFX PERFORMANCE TACTICAL WOMENS LONG SLEEVE POLO	GRAY
	K5131	ELBECO UFX PERFORMANCE TACTICAL MENS SHORT SLEEVE POLO	BLACK
	K5141	ELBECO UFX PERFORMANCE TACTICAL MENS LONG SLEEVE POLO	BLACK
	K5171LC	ELBECO UFX PERFORMANCE TACTICAL WOMENS SHORT SLEEVE POLO	BLACK
	K5181LC	ELBECO UFX PERFORMANCE TACTICAL WOMENS LONG SLEEVE POLO	BLACK
	K5135	ELBECO UFX TACTICAL MENS SHORT SLEEVE POLO	RED


	K5145	ELBECO UFX TACTICAL MENS LONG SLEEVE POLO	RED
	K5138	ELBECO UFX TACTICAL MEN'S SHORT SLEEVE POLO	ROYAL BLUE
	K5174LC	ELBECO UFX TACTICAL WOMEN'S SHORT SLEEVE POLO	ROYAL BLUE
	71049-018	5.11 PERFORMANCE MEN'S SHORT SLEEVE POLO	CHARCOA L
	61165-018	5.11 PERFORMANCE WOMEN'S SHORT SLEEVE POLO	CHARCOA L
	71049-724	5.11 PERFORMANCE MEN'S SHORT SLEEVE POLO	DK NAVY
	72049-724	5.11 PERFORMANCE MEN'S LONG SLEEVE POLO	DK NAVY
	61165-724	5.11 PERFORMANCE WOMEN'S SHORT SLEEVE POLO	DK NAVY
HONOR GUARD			
	F-40 BLK	STRATTON FELT CAMPAIGN HAT W/ TWO HORIZONTAL EYELETS	BLACK
	HTI01	HAT TRAP, INC. CAMPAIGN HAT TRAP CASE	BLACK
	HW261 SIL	W. ALBOUM HAT METTALIC CAMPAIGN CORD WITH ACORNS	SILVER
	28P8696 96	FLYING CROSS DRESS PANT	DK NAVY
	BNF-7257- 32-0N1002	EISEMAN-LUDMAR CO INC 1 INCH TROUSER NYLA-TWIST BRAID (PAIR)	GRAY
	N/A	INSTALLATION OF SILVER BRAID FOR PANTS	N/A
	19B9996C 96	FLYING CROSS SINGLE BREASTED DRESS COAT W/SILVER "P" BUTTONS	BLACK
	501 WHT	GRIP-FLEX CORP INFANTRY STYLE SHOULDER CORD (WHITE)	WHITE
	501 BLACK	GRIP-FLEX CORP INFANTRY STYLE SHOULDER CORD (BLACK)	BLACK
	56475ABR- 019	5.11 TACTICAL CAMS 3.0 BAG	BLACK
	6-00000- ACPB-00000	OGS TECHNOLOGIES WASHERS AND TOGGLES FOR UNIFORM BUTTONS, 12 PER POLY BAG	MIRRA- BRITE FINISH
Patches			

	N/A	HERO'S PRIDE AIDE PATCH (STRAIGHT, 3 1/2"W x 1 1/8"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE ANIMAL CONTROL PATCH (TWO LINES, 3"W x 1 1/2"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE BADGE PATCH, SWORN	VARIOUS
	N/A	HERO'S PRIDE BADGE PATCH, PROFESSIONAL	VARIOUS
	BNFST-C75-17-029140L	EISEMAN-LUDMAR CO. INC. BRAID FOR EXECUTIVE JACKET CUFFS; GILT EDGES & CMPD BLUE IN THE MIDDLE	GILT & BLUE
	N/A	HERO'S PRIDE CADET PATCH (STRAIGHT, 3 1/2"W x 1 1/8"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE CMPD SHOULDER PATCH	VARIOUS
	N/A	HERO'S PRIDE CRIME SCENE UNIT PATCH (TWO LINES STRAIGHT TAB, 3"W x 1 1/2"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE EXPLORER PATCH (STRAIGHT, 3 1/2"W x 1 1/8"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE FTO PATCH (2 7/8"), BLUE STRIPES W/ GILT EDGE & BLUE STAR W/ GILT EDGE	BLUE & GILT
	N/A	HERO'S PRIDE MOTOR BREECH STRIPING (OUTER EDGES GILT & INNER EDGE BLUE)	GILT & BLUE
	N/A	HERO'S PRIDE RECORDS PATCH (STRAIGHT, 3 1/2"W x 1 1/8"H)	BLUE W/ GILT LETTERIN G
	N/A	HERO'S PRIDE SGT. CHEVRONS (2 7/8" W); BLUE STRIPES W/ GILT EDGE	BLUE & GILT

	N/A	HERO'S PRIDE SGT. CHEVRON W/ STAR (10 YR) (2 7/8"); BLUE STRIPES W/ GILT EDGE & GILT STAR	BLUE & GILT
	N/A	HERO'S PRIDE SUPERVISOR PATCH (STRAIGHT, 3 1/2"X 1 1/8")	BLUE W/ GILT LETTERING
	N/A	HERO'S PRIDE TRAFFIC WINGS; GILT WINGS W/ BLACK EDGE, STANDARD WING	BLACK & GILT
	N/A	HERO'S PRIDE TRAINEE PATCH (STRAIGHT, 3 1/2"X 1 1/8")	BLUE W/ GILT LETTERING
	N/A	HERO'S PRIDE VOLUNTEER PATCH (STRAIGHT, 3 1/2" X 1 1/8")	BLUE W/ GILT LETTERING
Metal Insignia			
	4441	HERO'S PRIDE COLLAR INSIGNIAS, SILVER CHAPLAIN CROSS (PAIR)	SILVER
	4493N	HERO'S PRIDE SMALL CHIEF STARS FOUR (4) STARS, SILVER, PAIR	SILVER
	4473N	HERO'S PRIDE LARGE CHIEF STARS FOUR (4) STARS, SILVER, PAIR	SILVER
	4492N	HERO'S PRIDE SMALL DEPUTY POLICE CHIEF STARS THREE (3) STARS, SILVER, PAIR	SILVER
	4472N	HERO'S PRIDE LARGE DEPUTY POLICE CHIEF STARS THREE (3) STARS, SILVER, PAIR	SILVER
	J63 NI	BLACKINTON SMALL CAPTAIN BARS, SILVER, PAIR	SILVER
	J64 NI	BLACKINTON LARGE CAPTAIN BARS, SILVER, PAIR	SILVER
	J61 NI	BLACKINTON SMALL LIEUTENANT BARS, SILVER, PAIR	SILVER
	J62 NI	BLACKINTON LARGE LIEUTENANT BARS, SILVER, PAIR	SILVER
Tailoring & Alterations			
SHIRTS	N/A	ADD TAILS ON SHIRT	N/A
	N/A	BADGE TAB APPLICATION	N/A

	N/A	CREATE MIC HOLE	N/A
	N/A	CUT TAILS OF SHIRT	N/A
	N/A	LIFT SHOULDERS (TAPER)	N/A
	N/A	HEM PANTS; IF NOT INCLUDED IN THE COST OF THE PANTS	N/A
	N/A	MATERNITY ALTERATION FEE (TO CONVERT TO A MATERNITY SHIRT)	N/A
	N/A	REMOVAL OF MIC TAB	N/A
	N/A	REPAIR SHIRT HOLE	N/A
	N/A	SEW DOWN EPAULETS	N/A
	N/A	SEW ON VELCRO HOOK	N/A
	N/A	SEW ON VELCRO LOOP	N/A
	N/A	SEW PATCH ON EXISTING UNIFORM	N/A
	N/A	SHORTEN SLEEVE	N/A
	N/A	TAPER SIDES OF SHIRT	N/A
	N/A	TAPER SLEEVES OF SHIRT	N/A
	N/A	ZIPPER INSTALLATION	N/A
PANTS	N/A	ADJUST CROTCH	N/A
	N/A	ADJUST EXISTING HEM	N/A
	N/A	ADJUST SEAT IN PANTS	N/A
	N/A	ADJUST WAIST IN OR OUT OR LOWER BELT	N/A
	N/A	MATERNITY PANEL (STRETCH MATERIAL FOR PANEL)	N/A
	N/A	MATERNITY PANEL ALTERATIONS (TO ADD PANEL)	N/A
	N/A	TAPER PANT LEGS	N/A
DRESS JACKET	N/A	ADD BRAID ON CUFFS OF EXECUTIVE JACKET	N/A
	N/A	BADGE TAB APPLICATION	N/A
	N/A	CUT TAILS	N/A
	N/A	OPEN SLEEVES	N/A
	N/A	SHORTEN SLEEVES	N/A

	N/A	TAPER BODY OF JACKET	N/A
	N/A	TAPER SLEEVES	N/A
	N/A	ZIPPER INSTALLATION	N/A
	N/A	ZIPPER REMOVAL	N/A
Direct Embroidering & Screening			
	N/A	STAR - GILT COLORED THREAD	GILT
	N/A	20 YEAR WREATH - GILT COLORED THREAD	GILT
	N/A	25 YEAR WREATH (WREATH W/ STAR) - GILT COLORED THREAD	GILT
	N/A	30 YEAR WREATH (WREATH W/ 2 STARS) - GILT COLORED THREAD	GILT
	N/A	35 YEAR WREATH (WREATH W/ 3 STARS) - GILT COLORED THREAD	GILT
	N/A	40 YEAR WREATH (WREATH W/ 4 STARS) - GILT COLORED THREAD	GILT
	N/A	EMBROIDERING OF CHAPLAIN LOGO (SEE BELOW IMAGE), BLACK COLORED THREAD	BLACK
	N/A		BLACK
	N/A	EMBROIDERING OF WORDING: CHAPLAIN - WHITE COLORED THREAD	WHITE
	N/A	EMBROIDERING OF NAME; FIRST INITIAL & LAST NAME - GILT COLORED THREAD	GILT
	N/A	EMBROIDERING OF NAME; FIRST INITIAL & LAST NAME - WHITE COLORED THREAD	WHITE
	N/A	EMBROIDERING OF NAME; FIRST INITIAL & LAST NAME - BLACK COLORED THREAD	BLACK
	N/A	EMBROIDERING OF FIRST NAME & LAST NAME - BLACK COLORED THREAD	BLACK
	N/A	EMBROIDERING OF FIRST NAME & LAST NAME - WHITE COLORED THREAD	WHITE
	N/A	EMBROIDERING OF COSTA MESA PD EST. 1953 LOGO (SEE BELOW IMAGE)	BLUE & GRAY
		 	
	N/A	EMBROIDERING OF 3" CITY SEAL (LEFT CHEST)	VARIOUS

	N/A	EMBROIDERING OF 2 LINE WORDING, RIGHT CHEST; 1ST LINE: COSTA MESA 2ND LINE: TELECOMMUNICATIONS - GILT COLORED THREAD	GILT
	N/A	COSTA MESA PD MESAC LOGO, SILVER COLORED THREAD (SEE BELOW IMAGE)	SILVER
	N/A	 THE DOTTED LINES THE EMBROIDERING	SILVER
	N/A	EMBROIDERING OF NAME TO MATCH MESAC LOGO COLOR, SILVER COLORED THREAD	SILVER
	N/A	1/2" EMBROIDERING OF K-9, WHITE LETTERING	WHITE
	N/A	2" WHITE SCREENED LETTERING: GANG UNIT	WHITE
	N/A	2" WHITE SCREENED LETTERING: INVESTIGATIONS	WHITE
	N/A	3" BLACK SCREENED LETTERING: CHAPLAIN	BLACK
	N/A	3" NAVY SCREENED LETTERING: CHAPLAIN	NAVY
	N/A	3" WHITE SCREENED LETTERING: 1ST LINE: PARK 2ND LINE: RANGER	WHITE
	N/A	3" WHITE SCREENED LETTERING: POLICE	WHITE
Duty Gear			
	BA054	ASP 21" Airweight Expandable Baton	BLACK
	BA004 BLK BW	ASP Rotating Sidebreak Scabbard for 21" Expandable Batons	BLACK
	HS098 SPL	GALLS Barrier Tape, English/Spanish POLICE Line, One Roll	YELLOW/ BLACK
	HS287	GALLS Barrier Tape, English/Spanish POLICE Line, Ten-Pack	YELLOW/ BLACK
	MB 1051	ELEVEN 10 GEN 7 C-A-T RIGID TQ CASE, ATTACHMENT - BELT	BLACK
	NP445 BW / 7923	Bianchi ACCUMOLD Elite Adjustable Radio Holder Black Basket weave	BLACK
	NP351 BW HS / 7900	Bianchi ACCUMOLD Elite Covered Cuff Case Hidden Snap Black Basket weave	BLACK
	NP352 BW HS 2 / 7902	Bianchi ACCUMOLD Elite Double Magazine Holder Black Basket weave	BLACK

	NP355 BW HS / 7907	Bianchi ACCUMOLD Elite OC Holder Black Basket weave	BLACK
	ZN613 BW / 7904	Bianchi ACCUMOLD Elite PR 24 Holder Black Basket weave	BLACK
	NP364 BW NKL / 7960	Bianchi ACCUMOLD Elite Sam Browne Belt Basket weave	BLACK
	NP360 BLK BW / 7916	Bianchi ACCUMOLD Elite Silent Key Holder Black Basket weave	BLACK
	NP161 / 7205	Bianchi ACCUMOLD Inner Velcro Belt Liner Black	BLACK
	NP354 BW HS / 7906	Bianchi Elite Belt Keeper-Hidden Black Set of 4 Black Basket weave	BLACK
	BA043	Kohaut 36" Hickory Riot Baton	BLACK
	52239	ML KISHIGO SAFETY VEST ANSI PSV	BLUE
	BA705 / MON-2801 BK	Monadnock LAPD 26 Wooden Baton	BLACK
	ZC857 / MON-2710	Monadnock Non-Lethal Defense LAPD Stop	BLACK
	FA 240	NORTH AMERICAN RESCUE CAT TOURNIQUET, GEN 7, COMBAT APPPLICATION	BLACK
	RS001 / Model 700	PEERLESS Chain-Link Nickel Finish Handcuffs	NICKEL
	HLMPASOMF S	POINT BLANK PASGT HELMET WITH OMEGA HARNESS & FACE SHIELD	BLACK
	UE066 BLK	GENERIC POLICE WHISTLE	BLACK
	RS270 / RIH- 100	RIPP HOBBLE RESTRAINT	BLACK
	LP198 93 BRH & BLH/6280- 93-82-S	SAFARILAND SLS LEVEL II DUTY HOLSTER; LEFT & RIGHT HAND	BLACK
	LP552 SBLH BLK 4502	SAFARILAND ALS LOW RIDE LEVEL III DUTY HOLSTER, LEFT HAND	BLACK

	LP552 SBRH BLK 4502	SAFARILAND ALS LOW RIDE LEVEL III DUTY HOLSTER, RIGHT HAND	BLACK
	RW123 / S305V	Spiewak Vizguard Reversible Duty Rain Pant	Hi-Viz Yellow/Bl ack
	6234	TruSpec MILITARY HELMET BAG	BLACK
	52141	UNCLE MIKE'S AR15/M4 RIFLE CASE FOR LARGE (43")	BLACK
	98009005848	TEAM WENDY ZIPPERED HELMET BAG	BLACK
Safety/B allistic Vests			
	HLAABD020 M	POINTE BLANK MEN'S BODY ARMOR, LAPD BLACK SERIES, AXBIIIA CONCEALABLE VEST	BLACK
		W/ ONE POINT BLANK HI-LITE CARRIER & ONE SPEED PLATE	N/A
	HXAAXB020 M	POINTE BLANK WOMEN'S BODY ARMOR, LAPD BLACK SERIES, AXBIIIA CONCEALABLE VEST	BLACK
		W/ ONE POINT BLANK HI-LITE CARRIER & ONE SPEED PLATE	N/A
	HL6N00BVO M	POINT BLANK HI-LITE CARRIER	BLACK
	HTAABD020 M	POINT BLANK TRUFIT BODY ARMOR, AXBIIIA CONCEALABLE VEST W/ ONE	BLACK
		POINT BLANK HI-LITE CARRIER & ONE SPEED PLATE	N/A
	RV2MBVT3A G258BV	ARMOR EXPRESS BODY ARMOR, VORTEX LEVEL IIIA, INCLUDES TWO(2) BLACK	BLACK
		REVOLUTION CARRIERS & ONE (1) SOFT TRAUMA PLATE, MALE	N/A
	RV2FBVT3AG 257BV	ARMOR EXPRESS BODY ARMOR, VORTEX LEVEL IIIA, INCLUDES TWO(2) BLACK	BLACK
		REVOLUTION CARRIERS & ONE (1) SOFT TRAUMA PLATE, FEMALE	N/A
Load Bearing Vest (K-9)	GDAM003A0 J	Point Blank Guardian Carrier, Zipper Pocket, MOLLE	BLACK
LBV Accessori es	PCHMP0AC0J	POINT BLANK Velcro Flap, Double Pistol Mag Pouch, Tuck Strap	BLACK

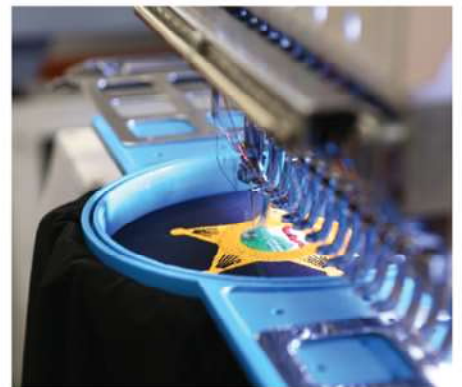
	PCHHC0AC0J	POINT BLANK Velcro Flap 2 Stacked Handcuff Pouch, Tuck Strap	BLACK
	PCHRD0AC0J	POINT BLANK Velcro Buckle Single Radio Pouch, Tuck Strap	BLACK
	PCHUP0AC0J	POINT BLANK Zipper Small Misc./Utility Pouch, Tuck Strap w/ MOLLE	BLACK
	PCHUP1AC0J LG	POINT BLANK Utility Pouch, Large, Tuck Strap w/ MOLLE	BLACK
	PCHTZ0AC0J	POINT BLANK X26 Taser Buckle Holster	BLACK
	N/A	Heat Transfer, front, White, 1"x4" Name Placard, Top Line To Read: 1st Initial, Last Name	WHITE
	N/A	Bottom Line to Read: K-9	WHITE
	N/A	Heat Transfer, back, White, 3"x11"; Top Line to Read: POLICE / Bottom Line To Read: K-9	WHITE
Footwear			
	AA-905	ALL AMERICAN LEATHER MOTOR BOOT, P276 SOLE	BLACK
	VARIOUS	BOOTS	BLACK
	VARIOUS	SHOES	BLACK
	831-6032	THOROGOOD POROMERIC HIGH GLOSS ACADEMY CHUKKA BOOTS	BLACK

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution**

EXHIBIT B

CONSULTANT'S PROPOSAL



COSTA MESA POLICE DEPARTMENT Police Department Uniforms & Duty Gear

IFB #25-15

Galls, LLC Response

Due: February 19, 2025 at 2:00 PM PST





February 18, 2025

Ms. Stephanie Urueta
Finance Department
Costa Mesa Police Department
77 Fair Drive, 1st Floor
Costa Mesa, CA 92626

17600 Fabrica Way
Cerritos, CA 90703
Ph: (562) 243-0927
Fax: (562) 252-0091
www.galls.com

Re: IFB #25-15 for Police Department Uniforms & Duty Gear

Dear Ms. Urueta:

Galls, LLC ("Galls") is excited about the opportunity to service Costa Mesa Police Department for IFB #25-15 for Police Department Uniforms & Duty Gear and looks forward to continuing to be a key Partner if awarded. Galls has been in business for over 58 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate and transit uniforms and equipment. More than 68% of all law agencies nationwide make purchases from Galls. We are proud to serve America's public safety professionals.

Galls' Corporate Office and Primary Distribution Center is located at 1340 Russell Cave Road, Lexington, KY 40505, the phone number is 859-266-7227, and the email is bidreview@galls.com. In addition to the primary location, Galls has over 80 locations nationwide consisting of distribution centers, retail stores, and contract service centers. For Costa Mesa Police Department's specific needs, we have a retail store at 1249 West Katella Avenue, Orange, CA 92867 and a corporate office at 17600 Fabrica Way, Cerritos, CA 90703.

Melissa Castro will be your primary contact during the RFP process.

- Phone: 562-304-7354
- Cell: 562-419-6443
- Email: castro-melissa@galls.com
- Availability: Monday- Friday 8:30 am – 5:00 pm PST
- Response time: 24-48 Hours

Galls, LLC ("Galls") is pleased to present our proposed solutions to Costa Mesa Police Department. Galls is headquartered in Lexington, KY and employs more than 1600 employees. 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 uniforms and duty gear to Costa Mesa Police Department facilities per the specifications over the term of the contract and all extensions. We are proud to serve America's Public Safety Professionals.

Galls is your reliable source for quality, in-stock public safety equipment and uniforms. Like you, we're quick, efficient and effective. We understand that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. Galls services the needs of law enforcement, military, security, fire, EMS, postal, public transportation and more. Galls offers an extensive selection of products and brands, competitive prices, responsive service, fast deliveries, and seamless ordering. Each year, over one million men and women trust us to supply their essential gear and supplies. With over 50 years in the industry, it's easy to see why. Additionally, Galls offers thousands of agencies and departments a 360° solution and provides each with a personalized web portal that makes ordering easy, fast and convenient. At Galls, you can always count on friendly, knowledgeable customer service, convenient online ordering, in-stock availability on most items, and fast same-day shipping. We are proud to serve America's public safety professionals. Wherever your tough profession takes you, you'll find we have what you need to get through in one piece. With so many people counting on you to meet the demands of your job and your duty, Galls stands ready to help you meet the challenge.

Galls' bid is valid for 120 days after the IFB closing date.

Galls does not take any exceptions to the contract document included in the Sample Agreement attached to the IFB.

Dave House, Vice President of Sales – Western Region is the Supervisor who is assigned to this contract. He has been with Galls, providing uniforms and duty gear to law enforcement agencies for over 19 years. He works out of the Cerritos location and is available during normal working hours or emergencies to make contract decisions.

Galls' retail store at 1249 West Katella Avenue, Orange, CA 92867 is the office facility that support daily operations. It is within 14 miles of the Costa Mesa Police Department.

Galls has not received any addenda for this opportunity.

We appreciate the consideration and look forward to continuing to provide service to the Costa Mesa Police Department for the duration of the Contract. Please direct all questions or concerns to the undersigned.

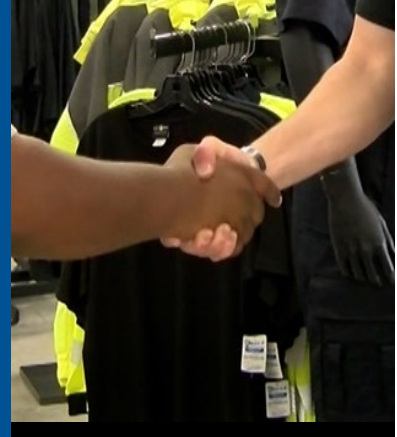
Thank you,



Mike Fadden
Chief Executive Officer
Galls, LLC



PROPOSAL FOR POLICE DEPARTMENT UNIFORMS & DUTY GEAR



BACKGROUND AND PROJECT SUMMARY SECTION

As the incumbent contractor, Galls, LLC has an established relationship with the Costa Mesa Police Department. Costa Mesa remains integrated into our internal systems and continues to benefit from our online ordering portal, "eEquip." To ensure a seamless transition, only a brief timeframe of 24 to 48 hours is needed for the updates required by this contract including: pricing and a review of all categories currently listed on eEquip continue to meet the ongoing needs of the Costa Mesa Police Department.

We appreciate your consideration of the following bid details and look forward to the opportunity to continue serving the Costa Mesa Police Department. Your Strategic Account Manager, Jason Campbell, remains ready to assist with any ordering solutions required. He can be reached by phone at (859) 207-0895 or by email at campbell-jason@galls.com.

SERVICES

Galls confirms that all garments and accessories to be furnished hereunder shall be new and unused and fabricated from new materials, and they will meet CMPD's desired specifications, as agreed upon award of contract.

All items shall be delivered and fitted on an "as needed" basis, pursuant to a written request from authorized personnel of the City.

Galls shall provide trained personnel, when required, for measuring and fitting of uniforms at our store in Orange.

Upon proper identification as a City personnel, Galls shall sell replacement clothing or equipment at the City's contract prices. The Contractor shall furnish only the contract items specified and shall not substitute a lesser quality of materials than was originally proposed.

Galls' tailoring, fitting, alterations, sewing on of emblems and pressing will conform to CMPD's Uniform and Accessories Specifications and Requirements as displayed in Exhibit 1 of the IFB.

Galls will be able to provide emergency and nonemergency uniform services during regular and after-business hours on a 24-hour basis.

City departments may purchase all items listed in the IFB according to the department needs.



Galls may not sell uniforms of one department to any other department. Proper identification will be required to be presented by City personnel to Galls at the time of order placement, pickup, and delivery.

Galls will be able to provide special order uniforms and related accessories or equipment. These will not be specified in the contract but approved as a substitute item, as requested by the employee at the employee's expense. These costs must be billed separately to the employee. However, Galls must be able to track and report all substituted items purchased by employees and shall make subject information available to the City as part of the regular reporting.

Galls will be able to provide samples of uniforms and related accessories upon request by the City for use as control samples throughout the duration of the contract. For items listed in the "Summary of Items" that require samples, such as patches, badges, emblems, and insignias, Galls shall provide quote(s) on industry standard design according to the specified description. All emblems shall be supplied by Galls. The City shall supply Galls with necessary artwork. The City may add new items during the contract period to address issues such as changing operational needs, updated safety standards, and/or replacement of discontinued items. The City may request items in writing to Galls as needed, and new items will be included in a contract amendment on a quarterly basis.

Galls will notify the City in writing of discontinued items before services will be interrupted or as soon as reasonably possible and provide suggested alternates.

Galls will notify the City in writing of product backorders, as soon as possible, once Galls is notified of such a delay from a manufacturer.

Galls will be able to accommodate contract amendments for the duration of the contract with timely delivery of notarized documents.

MEASUREMENT AND MARKING UNIFORM GARMENTS

When requested via an approved order, Galls will measure each individual and issue uniform and equipment items specifically for that individual, providing the proper size, adequate fit, and marking each garment and accessory to assure ready identification. Uniforms and accessories shall include the measurement, marking, tailoring, and alteration. Galls will demonstrate how measurement and alteration services will be provided at our storefront location in Orange.

ALTERATION AND REPAIR SERVICE

Galls will be able to provide alteration and repair services to new and previously purchased uniforms throughout the duration of the Contract. Galls will provide and submit a price list with all costs associated with alterations and repairs of uniforms and other clothing garments.

Embroidery of the following will be provided by Galls on an as needed basis:



CHAMPLAIN LOGO



COSTA MESA PD EST. 1953



Actual Embroidering



COST MESA PD MESAC LOGO, SILVER CLORED THREAD

Galls shall provide emergency garments on a temporary basis to City employees if required. (Example: New employees waiting for new uniform to be ordered or special size not in stock.)



DELIVERY/ PICKUP

Prices shall include all delivery costs, if applicable, and unloading charges to the various departments in the City. However, pickup is the preferred method at this time. For uniforms, accessories, and miscellaneous items that are normally stocked, delivery/pickup shall be made within five (5) working days after receipt of order. For special order items, delivery/pickup shall be made within ten (10) working days.

Galls will be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and Overnight/Next Day Delivery must be provided by the Contractor. "Will Call" items shall be available for pick-up within four (4) hours after order.

MINIMUM ORDERS

No minimum orders are required.

ADEQUATE STOCK

Galls will maintain adequate stock of uniforms, accessories, and miscellaneous equipment to accommodate City employee's needs, including emergencies, new hires, and fill-in orders, as needed by the City, through the length of the Contract. Failure to maintain adequate stock will be deemed a breach and may result in termination of the Contract.

There shall be a minimum inventory maintained for each type of shirt and trouser in an assortment of sizes, plus a reasonable quantity of replacement items making up a complete uniform, including leather goods, accessories, and other equipment listed. The City may inspect the Galls' facilities to determine if sufficient inventory of all required uniforms and accessories are maintained in order to meet the City's required delivery schedule of five (5) working days.

ALTERNATIVES OR EXCEPTIONS

Galls is bidding as specified for all items with the exception of the following lines due to the fact that the requested items are no longer available: . Specifications are included for the alternates offered. Galls will be happy to attend a product demonstration day where a complete set of uniform items will be displayed to the City reviewers.

Galls acknowledges and agrees that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Galls further acknowledges and agrees that the City's approval of an "approved equal" product does not relieve Galls from its duty to meet the functional and performance requirements in the Specifications so that Galls may ultimately be required to replace the "approved equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid with an approved equal, Galls accepts these risks and the liability associated with these risks and waives all claims against the City for costs related to supplying replacements.

MISCELLANEOUS ITEMS

The City can, at any time, request to purchase items not listed in the contract but that are publicly available in Galls' catalog or website. Upon written request from an authorized City representative, Galls will provide a quote for the special order.

ONLINE ORDERING SYSTEM

Contractor shall, at no additional charge, provide an online ordering and reporting system to better facilitate individual and bulk purchasing and provide customized tracking and reporting.



The system should meet the following minimum requirements:

- Allow City to view contracted products
- Allow employees to select items for purchase online.
- Track purchases and purchasing data
- Ability to create "on demand" reports using user-defined queries such as:
 - Product Number
 - Employee or ID#
 - Billing Account Codes
 - Purchase Date, or Purchase Date Range
 - Purchasing Department and Division
- Ability to create reports to track overall purchases by Division
- Provide notification of order status to employee(s)
- Provide an estimated time for delivery

The online system will be operational within 90 days of the award of the contract. A demonstration of the proposed system will be readily available at the City's request.

SUBCONTRACTORS

Galls will not utilize subcontractors in the performance of this contract.



AUGUSTA SPORTSWEAR NYLON COACHES' JACKET - LINED

Item# JA195 | Mfg# 3100



PRODUCT SPECS

- Outer shell of 100% nylon taffeta
- Lined with 100% polyester
- Tear away label
- Snap front
- Raglan sleeves for maximum mobility
- Front pockets
- Elastic cuffs
- Open bottom
- Water-resistant



EISEMAN-LUDMAR COBRA SHOULDER CORD

Item# UN144 | Mfg# N/2121B-RW



PRODUCT SPECS

- Cobra Shoulder Cord
- Button Loop
- Available in a variety of colors

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No ☒

If the answer is yes, explain the circumstances in the following space.



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Mike Fadden
 Bidder/Applicant/Proposer
February 19, 2025
 Date

Mike Fadden, on behalf of Galls, LLC attests that we have not made any campaign contributions to any Costa Mesa City Council Member.