

BID NUMBER ITB PD 16-033

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: MICHELLE KING  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



**INVITATION TO BID**  
**POLICE DUTY GEAR & FOOTWEAR**

CONTRACT NO. 34643

- COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Lexington, KY ON THE 1st DAY OF February, 2016  
CITY STATE MONTH

COMPANY NAME: Galls, LLC TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2550 Long Beach Blvd CITY: Long Beach STATE: CA ZIP: 90806

PHONE: (562) 304-7354 FAX: (562) 252-0257

S/ [Signature] Chief Executive Officer  
(SIGNATURE) (TITLE)

Mike Wessner wessner-mike@galls.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ \_\_\_\_\_ (SIGNATURE) (TITLE)

\_\_\_\_\_  
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature]  
Director of Financial Management

7/3/17  
Date

APPROVED AS TO FORM  
Michelle 267, 2017  
CHARLES PARKIN  
CITY ATTORNEY  
[Signature]  
Deputy

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation	<input type="checkbox"/>	State of _____
Partnership	<input type="checkbox"/>	State of _____
	General	Limited
Joint Venture	<input type="checkbox"/>	
Individual	<input type="checkbox"/>	DBA

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Limited Liability Company  State of Delaware

Composition of Ownership (more than 51% of ownership of the organization): OPTIONAL

Ethnic (Check one):

<input type="checkbox"/> Black	<input type="checkbox"/> Asian	<input type="checkbox"/> Other Non-white
<input type="checkbox"/> Hispanic	<input type="checkbox"/> American Indian	<input type="checkbox"/> Caucasian

Non-ethnic Factors of Ownership (check all that apply):

<input type="checkbox"/> Male	<input type="checkbox"/> Yes - Physically Challenged	<input type="checkbox"/> Under 65
<input type="checkbox"/> Female	<input type="checkbox"/> No - Physically Challenged	<input type="checkbox"/> Over 65

Is the firm certified as a Disadvantaged Business:     Yes                     No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?  
 Yes                     No

Name of certifying agency: \_\_\_\_\_

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of Kentucky

County of Fayette

On 2-1-16 Before me, Nancy Faulconer - Notary  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Mike Wessner  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

Nancy Faulconer  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <hr/> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: <hr/>	<hr/> TITLE OR TYPE OF DOCUMENT <hr/> NUMBER OF PAGES <hr/> DATE OF DOCUMENT <hr/>
<b>SIGNER IS REPRESENTING:</b> NAME OF PERSON(S) OR ENTITY(IES): <hr/>	<hr/> SIGNER(S) OTHER THAN NAMED ABOVE <hr/>

INSTRUCTIONS TO BIDDERS

**1. PREPARATION OF BID:**

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initiated in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

**2. EXAMINATION OF BID:**

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

**3. CONDITIONS OF WORK:**

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

**4. DISCREPANCIES IN BID DOCUMENTS:**

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

**5. ORAL STATEMENTS:**

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

**6. BRAND NAMES AND SPECIFICATIONS:**

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

**7. AWARD:**

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may

submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

**8. PAYMENT:**

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

**9. SAFETY APPROVAL:**

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

**10. BUSINESS LICENSE:**

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the

**INSTRUCTIONS TO BIDDERS**

Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business-info/business-licenses/business-licenses](http://www.longbeach.gov/finance/business-info/business-licenses/business-licenses).

Company Name: N/A

Address: \_\_\_\_\_

**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/> for such prevailing wages and additional information.

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)  
Black ( ) American Indian ( )  
Hispanic ( ) Other Non-white ( )  
Asian ( ) Caucasian ( )

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

**SUBMIT TO:**  
**CITY OF LONG BEACH**  
**CITY CLERK – ATTN: MICHELLE KING**  
**333 W OCEAN BLVD/PLAZA LEVEL**  
**LONG BEACH CA 90802**

**12. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**BID DUE DATE: NOVEMBER 2, 2015**  
**TIME: 11:00 AM**

**13. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

MICHELLE KING (562) 570-6020  
BUYER TELEPHONE NUMBER

**14. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

**17. BID OPENING PROCEDURES:**

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

**15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

**CAUTION:** Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

**18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

INSTRUCTIONS TO BIDDERS

YES   X   NO       

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

**19. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

**20. EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.



CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if

CONTRACT – GENERAL CONDITIONS

Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its boards, officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its boards, officials, employees, and agents.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the City of Long Beach, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

CONTRACT – GENERAL CONDITIONS

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

**INDEMNITY:** To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:**

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished

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by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or Improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

**PROJECT OVERVIEW**

The City of Long Beach (City) is seeking bids for the purchase of footwear, officer duty gear, and miscellaneous related items for the Long Beach Police Department (LBPd) on as needed basis in accordance with the specifications, terms, and conditions of this Invitation to Bid (ITB).

**BASIC SERVICES**

- 1.1 All garments and accessories to be furnished hereunder shall be new and unused and fabricated from new materials, and meet LBPd's Uniform and Accessories Specifications and Requirements.
- 1.2 Contractor's tailoring, fitting, alterations, sewing on of emblems and pressing must conform to LBPd's Uniform and Accessories Specifications and Requirements.
- 1.3 The Contractor shall provide trained personnel, when required, for measuring and fitting at the Police Academy, 7380 Carson Street, Long Beach; Public Safety Building, 400 West Broadway, Long Beach; and other department locations in the City of Long Beach.
- 1.4 Contractor must be able to provide emergency and non-emergency services during regular and after business hours on a 24-hour basis.
- 1.5 All items shall be delivered and fitted on an "as needed" basis, pursuant to a written request from authorized personnel of the Long Beach Police Department.
- 1.6 Upon proper identification as a LBPd personnel, the Contractor shall sell replacement footwear, duty gear, and miscellaneous items at the LBPd'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.
- 1.7 Contractor must be able to provide special order footwear, duty gear, and miscellaneous items, although not 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.
- 1.8 Contractor must be able to provide items ordered for new City employees within 14 days after the contractor receives notification to do so.
- 1.9 Contractor must be able to provide emergency footwear and officer duty gear (i.e. new hires, damaged gears) on a temporary basis if special orders or special sized items are not in stock.

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- 1.10 Contractor must be able to provide samples of footwear, officer duty gear and related items upon request by the City for use as "Control Samples" throughout the duration of the contract.
- 1.11 For items listed in the "Summary of Items" that require samples, 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.
- 1.12 Contractor must be able to accommodate contract amendments during the duration of the contract to address issues such as changing operational needs, updated safety standards, and/or replacement of discontinued items.
- 1.13 Upon the approval of the City Purchasing Agent or his designee, 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. These can be added on a quarterly basis to be included in a contract amendment.

**CONTRACT – SPECIFICATIONS**

**BID TIMELINE**

Bid release date:	November 20, 2015
Questions/Request for Approved Equals due:	December 3, 2015 by 11:00 AM
Answers/Approved Equals from the City:	December 8, 2015
Bid due date:	December 16, 2015 by 11:00 AM

**BID SUBMISSION INSTRUCTIONS**

It is recommended that bidders visit the City's website [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- Signed Bid Cover Page
- California All Purpose Acknowledgment, Notarized (if applicable)
- Bid Section – Appendix A
- Debarment Certification Form
- Reference List
- W-9 Form
- Insurance Requirements
- Equal Benefits Ordinance (EBO)

**METHOD OF SUBMISSION:**

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab. In case of error between the electronic line item and the bid price sheet, the bid price sheet shall govern.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

**In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:**

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach  
C/O City Clerk  
Attn: Michelle King  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

**ITB PD 16-033 for Police Duty Wear & Footwear**

**Bids must be received by 11:00 AM Pacific Time, December 16, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov)  
Michelle King.



**“APPROVED EQUALS”**

Items listed in “Bid Section” are to be by listed manufacturer/brand name or “Approved Equal”.

“Approved Equal” means material or equipment which is “equal” in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. The Police Chief of the Long Beach Police Department (LBPD), or his **designee**, shall make the determination in advance, in its sole opinion and discretion, whether or not material or equipment offered as an equal is approved. The determination by the Police Chief or his designee shall be final.

The bidder submitting an “Approved Equal” product as an alternate is required to submit documentation for determination on or before December 3, 2015 to [Purchasingbids@longbeach.gov](mailto:Purchasingbids@longbeach.gov) Attn: Michelle King with the bid number, ITB PD 16-034. Documentation received after this date will not be accepted or considered in the evaluation. The determination period will be completed and the bidder will be notified by the City if the “Approved Equal” is accepted by December 8, 2015. The bidder is required to submit all data supporting its claim that material or equipment is an “equal”. Bidders that do not comply will have their bids rejected as unresponsive.

Samples with bid or “approved equal” are not requested. If City deems need for sample to determine “approved equal” or after bid close for evaluation, bidder will need to comply.

Once the determination has been made that an alternate is deemed “equal” the specifications will be amended and the alternate will be added to the specifications as a line item.

Alternate products quoted without documentation or samples will have their bids rejected as unresponsive.

Bidders 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. Bidders further acknowledge and agree that the City's approval of an equal product does not relieve the vendor from its duty to meet the functional and performance requirements in the Specifications so that the vendor may ultimately be required to replace the “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, bidders accept these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

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. Although not stated in every instance where a brand name or the name of a particular supplier is given, the use of a brand name or the name of a particular supplier will also mean and include “or approved equal.” The phrase “or approved equal” means that the City of Long Beach, will make the determination, in his sole opinion and

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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.

CONTRACT PERIOD

The contract shall be twenty-four (24) months from the date of award or after the expiration of the current contract, whichever is the earlier unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

RENEWALS

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City, in accordance with the option granted in your bid.

It is agreed that if the City intends to renew this Contract, the City shall notify the Contractor 90 days prior to the expiration date. If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Manager and executed by the Contractor and the City.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to

one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

**RIGHT TO REJECT BID**

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

**BID PROTEST PROCEDURES**

**Who May Protest**

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

**Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following the bid opening.

**Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Services Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Services Bureau Manager by the close of the business on the third (3<sup>rd</sup>) business day.

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within

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ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services Bureau Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant Program (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE**

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

**ACCESS TO CONTRACTOR'S RECORDS**

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

**AMERICANS WITH DISABILITIES ACT**

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

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The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH DAVIS-BACON ACT**

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

**COPYRIGHT**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

**DEBARMENT and SUSPENSION**

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Award Management Database ([www.sam.gov](http://www.sam.gov)).

**DRUG-FREE WORKPLACE**

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

**ENERGY EFFICIENCY**

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

**ENVIRONMENTAL LEGISLATION**

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

CONTRACT – SPECIFICATIONS**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS**

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

**PATENT RIGHTS**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

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**PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT**

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

**PUBLICATIONS**

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

**RIGHTS TO DATA**

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

**RIGHTS TO USE INVENTIONS**

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

**VENDOR CONTACT INFORMATION**

Name of a person that will be the City's contact (must have a person's name).

**PRIMARY CONTACT:**

NAME: Lou Jaeger

TITLE: Sales Manager

ADDRESS: 17600 Fabrica Way, Cerritos, CA 90703

OFFICE  
PHONE: 562-243-0927

FAX: 562-252-0257

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CELL: 562-243-0927

EMAIL: jaeger-lou@galls.com

**EMERGENCY CONTACT:**

NAME: Lou Jaeger

TITLE: Sales Manager

PHONE: 562-243-0927

**FACILITY LOCATION:**

Bidder shall provide the address of its nearest distribution center or store.

ADDRESS: 2550 Long Beach Blvd.

Long Beach, CA 90806

**SUBCONTRACTOR INFORMATION**

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

**PRICING**

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected.

Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City.

Prices shall be in accordance with those extended to other governmental agencies. Prices quoted should exclude State and City sales tax, and Federal excise tax.

**Renewal Option:**

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City, in accordance with the option granted in your bid.

2<sup>nd</sup> year contract shall not exceed 0-6 %

First renewal period shall not exceed 0-6 %

Second renewal period shall not exceed 0-6 %



CONTRACT - SPECIFICATIONS

Payment Terms: NET 30. If other, specify here  
0% Net 30

EQUIPMENT CONDITION

The item(s) shall be new and unused, current model, with standard factory fittings, trim and accessories unless otherwise noted. Items shall not have been used as demonstrator(s) or for any other prior service.

ONLINE ORDERING AND CATALOGS

Bidder shall submit one copy of its general or master catalog with the bid. Upon award of the Contract, the Contractor shall supply additional catalogs to LBPD as requested.

\* Catalog Dated: Fall/Winter 2015

\* Please specify percentage discount allowed the City: 5 - 20 %

Does your company currently have online ordering: Yes x No \_\_\_\_\_

\* If no, does your company plan to have online ordering within the next twelve (12) months?

Yes \_\_\_\_\_ No \_\_\_\_\_

\* If yes, Bidder shall include with the bid as a separate attachment any information pertaining to the Bidder's online catalog and internet ordering (including the web address/URL).

SAMPLES

Bidder may be required to provide samples of footwear, duty gear, and related accessories upon request by the City, for use as "Control Samples" throughout the duration of the Contract. The samples must be labeled with bidder's name, brand name and product number and must meet specification requirements. Materials and garments shall be subject to approval and acceptance by the City. FAILURE TO SUBMIT REQUESTED BID SAMPLES WILL DISQUALIFY BID.

Samples will be available for pick-up by Bidder 30 calendar days after bid due date, unless otherwise notified. Samples not picked up within 60 calendar days after bid due date will be discarded. The City shall not be held responsible for damage of samples due to testing or otherwise.

**SHIPPING INSTRUCTIONS**

Prices quoted shall include all delivery and unloading charges to the City of Long Beach.

F.O.B. Address: Long Beach Police Department  
400 West Broadway  
Long Beach, CA 90802

ATTENTION: Annie Khin  
Annie.khin@longbeach.gov

**DELIVERY**

The City reserves the right to make an award based on delivery time quoted.

**Delivery Point:** Prices quoted shall be **FOB Destination** to various designated location within the City of Long Beach.

**Delivery Time:** Delivery must be made within fourteen (14) days of notification of order.

The City reserves the right to reject a bid based on the bidder's inability to meet the delivery requirements.

**Are you able to provide overnight delivery?**      Yes   x        No           

**LICENSE**

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business licenses application and/or business location to be reviewed by the Development Service, Fire, Health, and/or Police Departments. For more information, go to <http://www.longbeach.gov/finance/business-info/business-licenses/business-licenses>.

Upon notification of awarded, Bidder must obtain a City of Long Beach business license and all required permits.

CONTRACT - SPECIFICATIONS

COMPANY NAME: Galls, LLC

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION LONG BEACH POLICE DEPARTMENT

**SALES TAX:** Unit and extension prices stated herein shall not include sales tax.

**QUANTITIES:** Quantities listed are estimates. The City reserves the right to increase or decrease the quantities in accordance with actual needs and/or funds availability.

**PURCHASES:** The City of Long Beach will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by the specification. All items listed shall be delivered

**SEE "APPENDIX A"**



City of Long Beach  
Purchasing Division  
333 W Ocean Blvd/7<sup>th</sup> Floor  
Long Beach CA 90802

### Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

#### *Instructions for completing the form, Attachment – Debarment Certification*

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

*If you have any questions on how to complete this form, please contact the  
City of Long Beach, Business Relations, Purchasing Division at 562-570-6200.*




City of Long Beach  
Purchasing Division  
333 W Ocean Blvd/7<sup>th</sup> Floor  
Long Beach CA 90802

### Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order No. 12549

- 1 The potential recipient of Federal assistance funds certifies, by submission of proposal that
  - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency,
  - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
  - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
  
- 2 Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

  
\_\_\_\_\_  
Signature of Authorized Representative

Chief Executive Officer  
\_\_\_\_\_  
Title of Authorized Representative

Galls, LLC  
\_\_\_\_\_  
Business/Contractor/ Agency

2/1/16  
\_\_\_\_\_  
Date



City of Long Beach  
Purchasing Division  
333 W Ocean Blvd/7<sup>th</sup> Floor  
Long Beach CA 90802

## Reference Information Form

Client/Contractor Name Los Angeles County Sheriff

Project Manager/Contact Name George Joseph E-mail GRJoseph@lasd.org Ph. No. 562-347-4540

Address 14205 E. Telegraph Road, Whittier, CA 90604

Project Description Concealable Armor, Tactical Armor, Helmets, Equipment

Project Dates (Start and End) 9/27/12-9/26/17 Contract Term(s) Five Years Contract Amount \$100,000+ annually

Client/Contractor Name Los Angeles Police Department

Project Manager/Contact Name Sgt. II Richard Evans E-mail 31893@lapd.lacity.org Ph. No. 213-486-7098

Address 555 Ramirez, Los Angeles, CA 90012

Project Description Police Equipment & Supplies

Project Dates (Start and End) 2/1/13 - 1/31/23 Contract Term(s) Ten Years Contract Amount \$300,000+ annually

Client/Contractor Name Los Angeles County Metropolitan Transit Authority

Project Manager/Contact Name Jeffrey Ivask E-mail jsivask@lasd.org Ph. No. 323-326-7538

Address 1 Gateway Plaza, Los Angeles, CA 90604

Project Description Tactical Armor and Accessories

Project Dates (Start and End) 7/1/14 - Present Contract Term(s) Not Stated Contract Amount \$50,000+ annually

Client/Contractor Name Los Angeles Fire Department

Project Manager/Contact Name Chief Wade White E-mail wade.white@lacity.org Ph. No. 213-485-6100

Address 140 N. Avenue 19, Los Angeles, CA 90031

Project Description Body Armor and Equipment

Project Dates (Start and End) 2/1/13 - 1/31/23 Contract Term(s) Ten Years Contract Amount \$100,000+ annually

Client/Contractor Name San Francisco Police Department

Project Manager/Contact Name Sgt. Angela Wilhelm E-mail angela.wilhelm@sfgov Ph. No. 415-553-9175

Address 850 Bryant Street, San Francisco, CA 94110

Project Description Concealable Armor

Project Dates (Start and End) 2/6/14-2/5/17 Contract Term(s) Three Years Contract Amount \$250,000+ annually

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Galls, LLC</b>	
	2 Business name/disregarded entity name, if different from above <b>Galls/Quartermaster/Roy Tailors/Best Uniforms/Century Uniforms/Lone Star Uniforms/Blumenthal Uniforms</b>	
	3 Check appropriate box for federal tax classification: check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not to individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>P.O. Box 71628</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Chicago, IL 60694-1628</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
OR				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Paul Galls</i>	Date ▶ <i>12-29-2014</i>
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**General Instructions**

Section references are to the Internal Revenue Code, unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Long Beach  
Purchasing Division  
333 W. Ocean Blvd 7<sup>th</sup> Floor  
Long Beach, CA 90802

### INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- \* Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
  - o Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
  - o Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
  - o Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
  - o Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - o Worker's Compensation: As required by California Labor Code.
- \* Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- \* Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

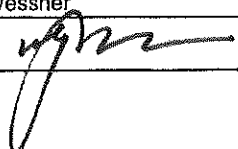




City of Long Beach  
 Purchasing Division  
 333 w. Ocean Blvd 7<sup>th</sup> Floor  
 Long Beach, CA 90802

- o Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
  - o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
  - Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that Insurer to bind coverage on its behalf.
  - Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
  - Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
  - Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
  - Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Mike Wessner Title: Chief Executive Officer  
 Signature:  Date: 2/1/16

## EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

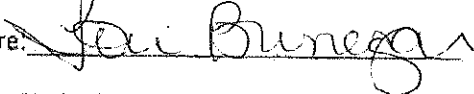
- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Tori Brinegar Title: Human Resources Manager

Signature:  Date: 2/1/16

Business Entity Name: Galls, LLC

## EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Galls, LLC Federal Tax ID No.                       
Address: 2550 Long Beach Blvd.  
City: Long Beach State: CA ZIP: 90806  
Contact Person: Tori Brinegar Telephone: (859) 266-7227 ext. 4870  
Email: brinegar-tori@galls.com Fax: (859) 254-8897

### Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.        Yes   X   No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?   X   Yes        No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
  X   Yes        No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
       Yes   X   No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  
       Yes   X   No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

X At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

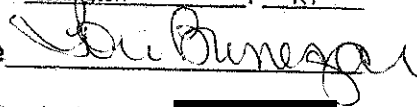
Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 1st day of February, 2016, at Lexington, KY

Name Tori Brinegar

Signature



Title Human Resources Manager

Federal Tax ID No. [REDACTED]

**Bid Results****Bidder Details**

**Vendor Name** Galls, LLC  
**Address** 17600 Fabrica Way  
 Cerritos, CA 90703  
 United States

**Respondee** Melissa Castro  
**Respondee Title** Contracts Manager  
**Phone** 562-304-7354 Ext.  
**Email** castro-melissa@galls.com  
**Vendor Type** NONE

**Bid Detail**

**Bid Format** Electronic  
**Submitted** February 11, 2016 9:09:02 AM (Pacific)  
**Delivery Method** UPS / 14 days  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 72988  
**Ranking** 0

**Respondee Comment**

Body Armor and Custom Boots may take longer.

**Buyer Comment****Attachments**

File Title	File Name	File Type
ITB PD 16-033 Bid Documents	ITB PD 16-033 Bid Documents.pdf	General Attachment

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>Discount Terms</b> no discount							
<b>SHOES AND BOOTS</b>							
1	MEN, ATAC 6" ZIPPER BOOT						
	12001	EA	100	\$55.9000	\$5,590.0000	\$5,590.0000	5.11 #12001 / Galls #SP583
2	ATAC, 6" LEATHER, QUARTER BOOK, BLACK						
		EA	100	\$51.6000	\$5,160.0000	\$5,160.0000	5.11 #12002 / Galls #SP584
3	UNISEX, 8" LEATHER, HIGH TOP BOOTS, BLACK						
	12004	EA	100	\$78.3000	\$7,830.0000	\$7,830.0000	5.11 #12004 / Galls #SP725
4	ATAC, 8" BOOT, COYOTE (TAN)						
	12110	EA	100	\$55.9000	\$5,590.0000	\$5,590.0000	5.11 #12110 / Galls #SP866

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
5	6" LIGHT ASSAULT BOOT , DESERT	EA	100	\$100.0000	\$10,000.0000	\$10,000.0000	Oakley #11165-889 / Galls #FT948
6	MEN, AIR-TAC OXFORD	EA	100	\$58.5000	\$5,850.0000	\$5,850.0000	Ridge Outdoors #8001
7	MEN, 9" HIGH TOP BOOT, ALL LEATHER, BLACK	EA	100	\$141.4000	\$14,140.0000	\$14,140.0000	Rocky #1950-1 / Galls #FW257
8	MEN, 8" FORT HOOD WATERPROOF DUTYBOOT	EA	100	\$52.9500	\$5,295.0000	\$5,295.0000	Rocky #2049 / Galls #SP649
9	UNISEX, 8" HIGH TOP BOOT, BLACK	EA	100	\$109.4500	\$10,945.0000	\$10,945.0000	Rocky #2080 / Galls #SP319
10	WOMEN, OXFORD SHOE, PLAIN TOE	EA	100	\$78.3500	\$7,835.0000	\$7,835.0000	Thorogood #534-6047 / Galls #ZC803
11	UNISEX, CORFRAM SHOES, LOW, BLACK	EA	100	\$38.1500	\$3,815.0000	\$3,815.0000	Thorogood #831-6031 / Galls #FW515
12	MEN, OXFORD SHOE	EA	100	\$79.4500	\$7,945.0000	\$7,945.0000	Thorogood #834-6130/ Galls #SP152
13	8" TROOPER SIDE ZIP BOOT, BLACK	EA	100	\$109.4000	\$10,940.0000	\$10,940.0000	Thorogood #834-7991 / Galls #FW674
14	SPEEDFIT, DESERT	EA	100	\$97.0500	\$9,705.0000	\$9,705.0000	Under Armour #1257447-290 / Galls #FT506 DES
				<b>Subtotal</b>	<b>\$110,640.0000</b>	<b>\$110,640.0000</b>	
	<b>BELT</b>						
15	TACTICAL TRAINER BELT, GREEN	EA	100	\$22.4000	\$2,240.0000	\$2,240.0000	5.11 #59409-190 / Galls #NP517; Sizes 2X and above are \$25.80
16	TACTICAL TRAINER BELT, BLACK	EA	100	\$22.4000	\$2,240.0000	\$2,240.0000	5.11 #59409-019 / Galls #NP517; Sizes 2X and above are \$25.80

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
17	BELT, RANGER ACCUMOLD, NYLON						
	7200	EA	100	\$33.0000	\$3,300.0000	\$3,300.0000	Bianchi #7200 / Galls #NP160
18	DUTY BELT, LIGHTWEIGHT, ACCU MOLD ELITE, BLACK						
	7960	EA	100	\$46.2000	\$4,620.0000	\$4,620.0000	Bianchi #7960 / Galls #NP364
19	1-1/2" BASKETWEAVE, BLACK						
		EA	100	\$10.0500	\$1,005.0000	\$1,005.0000	LawPro #6606-3 / Galls #LP006
20	TEX SHOEMAKER						
	201	EA	100	\$62.2000	\$6,220.0000	\$6,220.0000	Tex Shoemaker #201 / Galls #LR481; Sizes 44 and above are \$77.50
21	AKER						
		EA	100	\$48.5000	\$4,850.0000	\$4,850.0000	Aker #B03-BW / Galls #LP984
22	PLAIN DRESS TROUSER BELT						
		EA	100	\$10.0500	\$1,005.0000	\$1,005.0000	LawPro #6606-1 / Galls #LP006
23	BASKETWEAVE DRESS TROUSER BELT						
		EA	100	\$10.0500	\$1,005.0000	\$1,005.0000	LawPro #6606-3 / Galls #LP006
				<b>Subtotal</b>	<b>\$26,485.0000</b>	<b>\$26,485.0000</b>	
	<b>BODY ARMOR</b>						
24	XTREME LEVEL II W/CARRIER & SOFT TRAUMA INSERT						
		EA	100	\$734.2000	\$73,420.0000	\$73,420.0000	American Body Armor #BA-2000S-HP02 / Galls #BY458L
25	XTREME CARRIER						
		EA	100	\$69.3500	\$6,935.0000	\$6,935.0000	American Body Armor #XTREME / Galls #BP095L
26	AJ CONCEALABLE CARRIER						
		EA	100	\$55.0000	\$5,500.0000	\$5,500.0000	American Body Armor #AJ / Galls #BY996L
27	TAC PR PLATE RACK W/MOLLE						
		EA	100	\$96.8500	\$9,685.0000	\$9,685.0000	Safariland #1003373 / Galls #BP000L
				<b>Subtotal</b>	<b>\$95,540.0000</b>	<b>\$95,540.0000</b>	
	<b>CUFFS AND CASES</b>						



**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
28	HANDCUFFS, M700 NICKEL	EA	100	\$21.6500	\$2,165.0000	\$2,165.0000	Peerless #M700 / Galls #RS001
29	HOBBLE RESTRAINT	EA	100	\$10.7000	\$1,070.0000	\$1,070.0000	Safariland #H-100 / Galls #RS270
30	HANDCUFFS 350103	EA	100	\$16.9500	\$1,695.0000	\$1,695.0000	Smith & Wesson #350103 / Galls #RS021
31	HANDCUFF CASE W/SNAPS OR VELCRO CLOSURES, BLACK	EA	150	\$28.9500	\$4,342.5000	\$4,342.5000	Aker #500-BW / Galls #LP975
32	HANDCUFF CASE W/SNAPS OR VELCRO CLOSURES, BLACK	EA	150	\$19.5500	\$2,932.5000	\$2,932.5000	Aker #601-BW
33	HANDCUFF CASE, NYLON GEAR, RANGER ACCUMOLD 7300	EA	150	\$13.5000	\$2,025.0000	\$2,025.0000	Bianchi #7300 / Galls #NP166
34	HANDCUFF CASE, ONE COVERED, SINGLE, ACCUMOLD ELITE 7900	EA	150	\$18.0500	\$2,707.5000	\$2,707.5000	Bianchi #7900 / Galls #NP351
35	HANDCUFF CASE W/SNAPS OR VELCRO CLOSURES, BASKET WEAVE, BLACK	EA	150	\$17.5000	\$2,625.0000	\$2,625.0000	Safariland #90V / Galls #LP081
36	HANDCUFFS CASE W/SNAPS OR VELCRO CLOSURES 204	EA	150	\$29.0500	\$4,357.5000	\$4,357.5000	Tex Shoemaker #204 / Galls #LR474
				<b>Subtotal</b>	<b>\$23,920.0000</b>	<b>\$23,920.0000</b>	
	<b>HELMETS</b>						
37	TWO-TONE MOTORCYCLE HELMET, BLACK & WHITE	EA	50	\$360.8500	\$18,042.5000	\$18,042.5000	Helmet House #04-122 / Galls #LW658
38	MAXPRO POLICE IIIA RIOT HELMET W/FACE SHIELD	EA	50	\$300.0000	\$15,000.0000	\$15,000.0000	Max Pro # BEL BA-3A/DK5-H 1.50 / Galls #TP154
39	MSA MILLENIUM GAS MASK	EA	50	\$234.5000	\$11,725.0000	\$11,725.0000	MSA #10051286 - 10051288 / Galls #TE319
				<b>Subtotal</b>	<b>\$44,767.5000</b>	<b>\$44,767.5000</b>	
	<b>HOLDERS</b>						

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
40	SINGLE MAG/KNIFE CASE						
	511	EA	100	\$20.0000	\$2,000.0000	\$2,000.0000	Aker #511 / Galls #LP979
41	FLASHLIGHT RING STRAP HOLDER						
	540	EA	100	\$9.7000	\$970.0000	\$970.0000	Aker #540 / Galls #LP980
42	BATON RING STRAP HOLDER						
	551	EA	100	\$11.2500	\$1,125.0000	\$1,125.0000	Aker #551M / Galls #LP981
43	KEY HOLDER W/BASKETWEAVE 2 SNAP LEATHER STRAP, BLACK						
	561	EA	100	\$10.8000	\$1,080.0000	\$1,080.0000	Aker #561 / Galls #LP973
44	KEY HOLDER W/BASKETWEAVE 2 SNAP LEATHER STRAP, BLACK						
	562	EA	100	\$18.9000	\$1,890.0000	\$1,890.0000	Aker #562 / Galls #LR174
45	KEY HOLDER, SILENT, BASKETWEAVE LEATHER, BLACK						
	564	EA	100	\$28.1000	\$2,810.0000	\$2,810.0000	Aker #564 / Galls #LP591
46	MACE HOLDER, BASKETWEAVE LEATHER, BLACK						
		EA	100	\$14.4500	\$1,445.0000	\$1,445.0000	Aker #570 / Galls #LP983
47	MK III OC SPRAY HOLDER						
	575	EA	100	\$27.3500	\$2,735.0000	\$2,735.0000	Aker #575 / Galls #ZO247
48	MACE HOLDER, BASKETWEAVE LEATHER, BLACK						
		EA	100	\$27.3500	\$2,735.0000	\$2,735.0000	Aker #575 / Galls #ZO247
49	BADGE HOLDER W/ CHAIN, LETHER						
	597	EA	100	\$11.7000	\$1,170.0000	\$1,170.0000	Aker #597 / Galls #ZO013
50	KEY HOLDER, ACCUMOLD						
	6405	EA	100	\$4.0000	\$400.0000	\$400.0000	Bianchi #7405 / Galls #ZD336
51	RADIO HOLDER, ACCUMOLD UNIVERSAL						
	7314	EA	100	\$16.4000	\$1,640.0000	\$1,640.0000	Bianchi #7314 / Galls #RC031
52	MACE CASE, ACCUMOLD ELLITE MK IV						
	7314	EA	100	\$16.4000	\$1,640.0000	\$1,640.0000	Bianchi #7314 / Galls #RC031
53	RADIO CASE, ACCUMOLD UNIVERSAL						
		EA	100	\$19.5000	\$1,950.0000	\$1,950.0000	Bianchi #7314S / Galls #RC031
54	MACE SPRAY CASE, MARK IV						
	7307	EA	100	\$12.0000	\$1,200.0000	\$1,200.0000	Bianchi #7307 / Galls #NP170

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
55	PR 24 HOLDER, ACCUMOLD						
	7404	EA	100	\$4.9000	\$490.0000	\$490.0000	Bianchi #7404 / Galls #NP175
56	FLASHLIGHT RING, ACCUMOLD D-CELL						
	7409	EA	100	\$4.6500	\$465.0000	\$465.0000	Bianchi #7409 / Galls #NP174
57	SIDE BATON HOLDER, ACCUMOLD ELITE						
	7904	EA	100	\$5.8000	\$580.0000	\$580.0000	Bianchi #7904 / Galls #ZN613
58	MACE HOLDER, ACCUMOLD ELITE MK III, BLACK						
	7907	EA	100	\$16.6500	\$1,665.0000	\$1,665.0000	Bianchi #7907 / Galls #NP355
59	FLASHLIGHT HOLDER, ACCUMOLD ELITE D-CELL						
	7909	EA	100	\$5.0000	\$500.0000	\$500.0000	Bianchi #7909 / Galls #NP357
60	UNIVERSAL RADIO HOLDER W/SWIVEL, NY, ACCUMOLD ELITE						
		EA	100	\$29.5000	\$2,950.0000	\$2,950.0000	Bianchi #7914S / Galls #NP358
61	KEY HOLDER, SILENT, ACCUMOLD ELITE						
	7916	EA	100	\$13.1500	\$1,315.0000	\$1,315.0000	Bianchi #7916 / Galls #NP360
62	KEYSTRAP, BASKETWEAVE, BLACK						
		EA	100	\$5.4000	\$540.0000	\$540.0000	Dutyman #2521U / Galls #LP687
63	RADIO HOLDER, BASKET WEAVE LEATHER, SWIVEL						
		EA	100	\$38.1000	\$3,810.0000	\$3,810.0000	Safariland #762-5-4 / Galls #LP005
64	BADGE HOLDER W/CHAIN, LEATHER						
		EA	100	\$5.2500	\$525.0000	\$525.0000	Safariland #7352-2 / Galls #BD494
65	BATON HOLDER						
		EA	100	\$25.8500	\$2,585.0000	\$2,585.0000	Tex Shoemaker #82DM / Galls #LH295
66	KEY HOLDER & RING						
	88	EA	100	\$22.4000	\$2,240.0000	\$2,240.0000	Tex Shoemaker #88SK / Galls #LR286
67	MACE HOLDER, BASKET WEAVE LEATHER, BLACK						
	92	EA	100	\$25.8500	\$2,585.0000	\$2,585.0000	Tex Shoemaker #92AM3 / Galls #LR476

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
68	RADIO HOLDER						
	281	EA	100	\$26.8500	\$2,685.0000	\$2,685.0000	Triple K #281 / Galls #LR491
				<b>Subtotal</b>	<b>\$47,725.0000</b>	<b>\$47,725.0000</b>	
	<b>HOLSTERS</b>						
69	HOLSTER CLANNO, 100% LEATHER, HIGH GLOSS FINISH						
		EA	100	\$60.2000	\$6,020.0000	\$6,020.0000	Marlow White #60-075 / Galls #LR421
70	SAFETY HOLSTER, AUTOMATIC/REVOLVER, DOUBLE SNAP "ROGERS"						
	70	EA	100	\$141.9500	\$14,195.0000	\$14,195.0000	Safariland #070 / Galls #LP043L
71	AUTOMATIC AND REVOLVER						
	200	EA	100	\$85.7000	\$8,570.0000	\$8,570.0000	Safariland #200 / Galls #LP055L
72	TACTICAL HOLSTER, STX, BLACK						
	6004	EA	100	\$107.4500	\$10,745.0000	\$10,745.0000	Safariland #6004 / Galls #ZE772L; 6004 with Light is \$115.75
73	TACTICAL HOLSTER, STX, GREEN FINISH						
	6004	EA	100	\$107.4500	\$10,745.0000	\$10,745.0000	Safariland #6004 / Galls #ZE772L; 6004 with Light is \$115.75
74	HOLSTER "THE HOOD" FOR REGULAR HOLSTERS						
	6280	EA	100	\$65.6000	\$6,560.0000	\$6,560.0000	Safariland #6280 (STX Finish) / Galls #LP198L; 6280 with Light STX Finish is \$73.85; 6280 Leather Look Finish is \$98.65; 6280 with Light Leather Look Finish is \$106.90
75	HOLSTER "THE HOOD" FOR 1/2" DROP HOLSTERS						
	6285	EA	100	\$65.6000	\$6,560.0000	\$6,560.0000	Safariland #6285 (STX Finish) / Galls #ZH429L; 6285 with Light STX Finish is \$73.85; 6285 Leather Look Finish is \$98.65; 6285 with Light Leather Look Finish is \$106.90
76	TACTICAL HOLSTER, ALS/SLS, BLACK						
	6304	EA	100	\$118.5000	\$11,850.0000	\$11,850.0000	Safariland #6304 / Galls #ZY051L; 6304 with Light is \$126.75

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
77	HOLSTER, BASKETWEAVE, BLACK						
	6360	EA	100	\$122.1500	\$12,215.0000	\$12,215.0000	Safariland #6360 (STX Finish) / Galls #ZW048L; 6360 with Light STX Finish is \$134.60; 6360 Leather Look Finish is \$167.85; 6360 with Light Leather Look Finish is \$180.30
78	HOLSTER FOR 1 1/2" DROP HOLSTER						
	6365	EA	100	\$122.1500	\$12,215.0000	\$12,215.0000	Safariland #6365 (STX Finish) / Galls #ZW807L; 6365 with Light STX Finish is \$134.60; 6365 Leather Look Finish is \$167.85; 6365 with Light Leather Look Finish is \$180.30
				<b>Subtotal</b>	<b>\$99,675.0000</b>	<b>\$99,675.0000</b>	
	<b>HOLSTER EXTENSION</b>						
79	SWIVEL BELT LOOP & SHANK						
		EA	100	\$16.0000	\$1,600.0000	\$1,600.0000	Safariland #0705BL / Galls #ZI729
80	T SPACER KIT FOR HOLSTER						
		EA	100	\$5.0000	\$500.0000	\$500.0000	Safariland #T SPACER / Galls #ZR461
				<b>Subtotal</b>	<b>\$2,100.0000</b>	<b>\$2,100.0000</b>	
	<b>KEEPERS</b>						
81	DOUBLE SNAP KEEPER						
		EA	100	\$4.2500	\$425.0000	\$425.0000	Aker #531-BW / Galls #LP972
82	DETECT. LENGTH DOUBLE SNAP						
	531	EA	100	\$4.2500	\$425.0000	\$425.0000	Aker #531-BW / Galls #LP972
83	NYLON KEEPERS, 4 PACK						
		EA	100	\$7.3000	\$730.0000	\$730.0000	Bianchi #7406 / Galls #NP168
84	BELT KEEPERS, ACCUMOLD						
	6406	EA	100	\$7.3000	\$730.0000	\$730.0000	Bianchi #7406 / Galls #NP168
85	BELT KEEPERS, 4 PACK, ACCUMOLD ELITE						
	7906	EA	100	\$7.7000	\$770.0000	\$770.0000	Bianchi #7906 / Galls #NP354
86	DOUBLE SNAP KEEPS						
	86	EA	100	\$4.8000	\$480.0000	\$480.0000	Tex Shoemaker #86 / Galls #LR466

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
87	BELT KEEPER	EA	100	\$7.4500	\$745.0000	\$745.0000	Tex Shoemaker #86AVM / Galls #LR465
				<b>Subtotal</b>	<b>\$4,305.0000</b>	<b>\$4,305.0000</b>	
	<b>MAGAZINE POUCHES</b>						
88	MAGAZINE POUCH, 4 CLIP, PIGGYPACK						
	1911	EA	100	\$54.6500	\$5,465.0000	\$5,465.0000	Aker #510-BW-4 / Galls #LP978 04
89	MAGAZINE POUCH, 2 CLIP, DOUBLE						
		EA	100	\$25.6000	\$2,560.0000	\$2,560.0000	Aker #510-BW / Galls #LP978
90	DOUBLE SPEEDLOADER CASE, ACCUMOLD						
	7301	EA	100	\$17.9000	\$1,790.0000	\$1,790.0000	Bianchi #7301 / Galls #NP165
91	DOUBLE MAGAZINE CASE						
	7302	EA	100	\$18.9500	\$1,895.0000	\$1,895.0000	Bianchi #7302 / Galls #NP164
92	MAGAZINE POUCH, NYLON GEAR, RANGER, ACCUMOLD						
	7303	EA	100	\$12.0000	\$1,200.0000	\$1,200.0000	Bianchi #7303 / Galls #NP385
93	SLIMLINE TRIPLE MAGAZINE POUCH						
	7345	EA	100	\$18.0000	\$1,800.0000	\$1,800.0000	Bianchi #7345 / Galls #NP953
94	MAGAZINE POUCH, DOUBLE, ACCUMOLD ELITE						
	7902	EA	100	\$23.0000	\$2,300.0000	\$2,300.0000	Bianchi #7902 / Galls #NP352
95	SINGLE MAGAZINE POUCH						
	7903	EA	100	\$13.9000	\$1,390.0000	\$1,390.0000	Bianchi #7903 / Galls #NP444
96	ELITE SLIMLINE TRIPLE MAG POUCH						
	7945	EA	100	\$18.3000	\$1,830.0000	\$1,830.0000	Bianchi #7945 / Galls #LR302
97	MAGAZINE POUCH, 2 CLIP, DOUBLE (ALL AUTOMATIC CLIP SIZES)						
	77	EA	100	\$22.6500	\$2,265.0000	\$2,265.0000	Safariland #77 / Galls #LP127
98	QUAD MAGAZINE POUCH						
		EA	100	\$49.6000	\$4,960.0000	\$4,960.0000	Tex Shoemaker #DPC / Galls #LR477
				<b>Subtotal</b>	<b>\$27,455.0000</b>	<b>\$27,455.0000</b>	
	<b>PADS</b>						

Police Duty Gear &amp; Footwear (ITB PD 16-033), bidding on February 11, 2016 11:00 AM (Pacific)

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
99	XTAK150 HATCH ELBOW PADS, BLACK	EA	100	\$9.4500	\$945.0000	\$945.0000	Hatch #XTAK150 / Galls #TE640L
100	XTAK KNEE PADS, BLACK	EA	100	\$15.8000	\$1,580.0000	\$1,580.0000	Hatch #NK45 / Galls #TE089L
101	XTAK KNEE PADS, OLIVE DRAB	EA	100	\$15.8000	\$1,580.0000	\$1,580.0000	Hatch #NK45G / Galls #TE089L
102	NEOPRENE KNEE PADS, BLACK	EA	100	\$15.8000	\$1,580.0000	\$1,580.0000	Hatch #NK45 / Galls #TE089L
103	KNEE PADS	EA	100	\$12.2500	\$1,225.0000	\$1,225.0000	Hatch #KP250 / Galls #ZF081L
104	KNEE PADS	EA	100	\$12.2500	\$1,225.0000	\$1,225.0000	Hatch #KP250 / Galls #ZF081L
				<b>Subtotal</b>	<b>\$8,135.0000</b>	<b>\$8,135.0000</b>	
	<b>MISCELLANEOUS</b>						
105	M FRAMES, CLEAR	EA	100	\$22.2500	\$2,225.0000	\$2,225.0000	Oakley #11-134 / Galls #EW660 CLR
106	RAID SUNGLASSES	EA	100	\$56.8000	\$5,680.0000	\$5,680.0000	5.11 #52022 / Galls #EW254
107	WHISTLE, POLICE BLACK PLASTIC	EA	100	\$1.1500	\$115.0000	\$115.0000	Acme #GM-27 / Galls #UN569
108	BATON, 26", 2ND GROWTH HICKORY, BLACK	EA	100	\$14.5500	\$1,455.0000	\$1,455.0000	Aetco #113126 / Galls #BA235
109	BATON, 29", 22OZ, 2ND GROWTH HICKORY, BLACK	EA	100	\$16.1500	\$1,615.0000	\$1,615.0000	Aetco #113129 / Galls #BA236
110	GROMMET, RUBBER, 91R, BLACK	EA	100	\$2.9500	\$295.0000	\$295.0000	Aetco #199060 / Galls #BA237

Police Duty Gear &amp; Footwear (ITB PD 16-033), bidding on February 11, 2016 11:00 AM (Pacific)

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
111	RIOT BATON, 42", WOOD, BLACK						
	100	EA	100	\$8.4500	\$845.0000	\$845.0000	Kohaut #100B 42 / Galls #BA101 42
112	EARPHONE CONNECTION HAWK LAPEL MICROPHONE-QUICK RELEASE						
		EA	100	\$83.1000	\$8,310.0000	\$8,310.0000	Earphone Connection #EP1323QR
113	PEPPER SPRAY						
		EA	100	\$6.8000	\$680.0000	\$680.0000	Defense Technology #56332 / Galls #SD090
114	TREATED POLYESTER BARREL BAG, PLAIN						
		EA	100	\$6.4000	\$640.0000	\$640.0000	Galls #BG140
				<b>Subtotal</b>	<b>\$21,860.0000</b>	<b>\$21,860.0000</b>	
				<b>Total</b>	<b>\$512,607.5000</b>	<b>\$512,607.5000</b>	





City of Long Beach

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Department of Financial Management  
Purchasing Division  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200

11/23/15

NOTICE TO BIDDERS

ADDENDUM NO. 1: Revised Due Date

ITB PD16-033

Police Duty Gear & Footwear

**This acknowledgement needs to be signed and included with your bid document. This addendum changes and supersedes the language in the original bid.**

Whereas it states that the due date shall be November 2, 2015 on page 6 of the bid specifications, the due date shall be **December 16, 2015 by 11:00 AM**, as stated on page 15.

Prepared By: Anne Takii on behalf of Michelle King Date: November 23, 2015  
Buyer I

Acknowledged By: Galls, LLC  
Company Name

Mike Wessner  
Print Name

Chief Executive Officer  
Title

  
Signature

February 1, 2016  
Date



City of Long Beach

Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6020  
Michelle.King@Longbeach.gov

December 7, 2015

ADDENDUM #3

ITB PD 16-033  
POLICE DUTY GEAR & FOOTWEAR

The City of Long Beach has made changes to the due dates.

Request for approved Equals/Samples\* are due to the City by: December 30, 2015 @ 11:00 am

\*If you are submitting request for approved equals all documentation and a sample of the product is required to be submitted. Please send samples to:

City of Long Beach  
Purchasing Division -Michelle King  
333 W. Ocean Blvd.  
Long Beach, CA 90802

Please reference bid # ITB PD 16-034 Police Uniforms

Responses due from City: January 7, 2016 by 11:00 am

Bid due date: January 20, 2015 @ 11:00 am

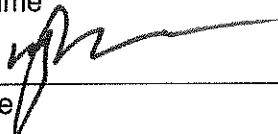
You are required to submit your bid on the REVISED document. Fail to do so will disqualify your bid.

Prepared By: Michelle King Date: December 7, 2015  
Buyer II

Acknowledged By: Galls, LLC  
Company Name

Mike Wessner  
Print Name

Chief Executive Officer  
Title

  
Signature

February 1, 2016  
Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.



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December 31, 2015

ADDENDUM #5

ITB PD 16-033  
PD Duty Gear & Footwear

The following terms have been added to the bid:

1. ONLINE ORDERING AND CATALOGS

- A) The catalog shall be used to purchase approved items that are not specifically listed in the bid. The Police Department shall be authorized to purchase miscellaneous items up to a maximum of \$1,000 per order.
- B) Bidder shall, at no additional charge, provide an on-line ordering system to better facilitate individual employee and bulk purchasing, and provide better tracking of purchases and purchase data to the Long Beach Police Department. System shall allow for customized tracking by employee name and/or employee ID#, billing index code, division, product number, purchase order number, and date range. System shall also allow for email notification to employee when order is complete. Online system shall be in operation within 90 days of award of contract. A demonstration of sample and/or proposed system may be requested as part of the bid process.

Bidder shall provide complete purchase data reports to the City on a monthly quarterly, and yearly basis with the ability to generate reports on demand. Report options shall include but not be limited to: the names and/or employee number of individuals obtaining uniform items, quantities, manufacturer model and/or item numbers, pricing, cost totals, billing index codes, and other reasonable purchasing data reports as requested. This shall be provided at no additional charge. Copies of complete purchasing data from the commencement of the contract shall be provided to the City if the contract is terminated. Sample reports and/or a live demo may be requested as part of the bid process.

## 2. BASIC SERVICES

1.15 The contractor shall provide quotes(s) on specific brand name items and product numbers as reference in the bid. Once the Contract has been awarded, any item substituted as an "approved equal" for a specified brand shall require prior written approval from the Police Department. The Contractor shall bear all expenses and cost related to delivery of unauthorized and unapproved items shipped, delivered, or received by the City. Substitution of an "approved equal" or any other unauthorized uniform or equipment item by the Contractor without specific approval from an authorized City Agent shall be grounds for immediate cancellation of the contract.

## 3. FUTURE AMENDMENTS

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to the expiration of the Contract. Said notice shall show item number, price, the contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

## 4. ADEQUATE STOCK

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

The City may inspect the Contractor's facilities to determine if sufficient inventory of all required duty gear, footwear, and accessories are maintained in order to meet the City's required delivery schedule. City's evaluation of the Contractor's site and inventory, after inspection, will be a factor in determination of award.

## 5. REFERENCES

Bidder shall have a minimum of three (3) current contracts with government agencies for a period of no less than one (1) year.

## 6. WILL CALL

The 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. Due to the 24/7 work schedule within the Police

Department, the Department may periodically request pre-arranged dates/times outside of normal business hours for "After Hours" services.

What are your normal business hours? 9:00 am to 5:00 pm Mon - Fri  
10:00 am to 2:00 pm Sat.

"Will Call" items shall be available for pick-up within four (4) hours after order.

Do you have these "Will Call" capabilities? Yes  X  No

Will you provide "Overnight" or "Next Day" delivery? Yes  X  No

Additional charge for "Overnight" or "Next Day" delivery: \$  Per UPS rates

Will you provide pre-arranged "after hours" service, if requested? Yes  X  No

Additional charge for "After Hours" service: \$  Included

#### 7. DEFAULT BY THE CONTRACTOR/TERMINATION

Notwithstanding anything to the contrary in the Purchase Order, the City may terminate this contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days' notice given by the City to do so.

#### 8. LIQUIDATED DAMAGES

Time is of the essence. If delivery is not completed by the time stated previously for delivery, the Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100 per day for each day of delay for each unit shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and where delivery of materials to replace materials deemed substandard or nonconforming by the City is delayed beyond the time specified for such replacement. \*Maximum: \$500 annually.

If the Contractor is prevented or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of completion shall be extended for such period as may be agreed between the City and the Contractor. The City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time due to any of the above reasons after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

9. Copies of the City's patches are attached to this addendum.

Prepared By: Michelle King Date: December 31, 2015  
Buyer II

Acknowledged By: Galls, LLC  
Company Name

Mike Wessner  
Print Name

Chief Executive Officer  
Title

  
Signature

February 1, 2016  
Date

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Michelle.King@Longbeach.gov

January 26, 2016

ADDENDUM #7

ITB PD 16-033 - Police Duty Gear & Footwear

Part I - The following terms have been added to the bid:

**CONTRACT TERM:** Term shall be one-year with option to renew for two additional one year periods.

**REPORTS:** Bidder shall provide the City with purchase data reports in Excel format.

Part II - QUESTIONS AND ANSWERS

1. Question: The uniform bid requires an ordering system. Will the same system be required for the equipment bid?

Answer: Please see addendum #5 for the ordering system requirement.

2. Question: If there is not a local presence, how will returns/exchanges be handled and what will the requirements be if you can't go to a local store to return/exchange the item?

Answer: Return/exchange will be handled in accordance to the awarded vendor's policy. The bid does not require return/ exchange to be done locally.

3. Question: The bid is written in a mail-order business model for equipment and footwear. Is that how you would like it bid? If so, how would the sizing of boots and shoes be determined? Would it be the responsibility of the individuals to supply sizes?

Answer: This is an opinion. The bid is not written specific to just mail-order businesses. Size determination is per standard business practice.

4. Question: There are no part numbers listed for some uniform items. Many manufactures have different part numbers for different uniform items with similar descriptions. Without part numbers, the City could receive bids with items they didn't intend to get and have inaccurate pricing. Would you please provide specific part numbers? Please see attached part number recommendations based on account history.

Answer: Please see "Attachment A" for item number revision.

## ATTACHMENT A

Line	Product	Description
<b>SHOES AND BOOTS</b>		
5	11165-889	Oakley 6" Light Assault Boot, Desert
6	2001	Ridge Men's Nighthawk Oxford
14	1257447-290	Under Armour Speedfit, Desert
<b>BELTS</b>		
19	6606-3	Chambers (LawPro) B/W belt
22	6606-1	LawPro plain belt
23	6606-3	LawPro Basketweave belt
<b>CUFFS AND CASES</b>		
29	RS270	Hobble Restraint
<b>HELMETS</b>		
39	10051286 - 10051288	MSA Millenium Gas Mask
<b>HOLDERS</b>		
50	7405	Bianchi nylon key holder
63	762-5-4	Safariland radio holder
66	88SK	Tex Shoemaker key holder and ring
67	92AM3	Tex Shoemaker mace holder
<b>HOLSTER EXTENSION</b>		
79	0705BL	Safariland Swivel Belt Loop & Shank
80	T SPACER	Safariland T Spacer Kit for Holster
<b>KEEPERS</b>		
81	531-BW	Aker double snap keepers
83	7406	Bianchi nylon belt keepers
84	7406	Bianchi nylon belt keepers
87	86AVM	Tex Shoemaker double snap keepers
<b>MAGAZINE POUCHES</b>		
88	510D-BW-4	Aker mag pouch, 4 clip, piggyback
89	510-BW-2	Aker double mag pouch, 2 clip
98	DPC	Tex Shoemaker mag pouch, 4 clip
<b>PADS</b>		
100	NK45	Hatch SWAT knee pads, soft, black
101	NK45G	Hatch SWAT knee & elbow pads, soft
102	NK45	Hatch SWAT knee pads, soft, black
103	KP250	Hatch SWAT knee pads, hard, black
104	KP250G	Hatch Centurion SWAT knee pads, hard, black
<b>MISCELLANEOUS</b>		
105	11-134	Oakley M-Frames, Clear
106	52022	5.11 Raid Safety Glasses
107	GM-27	Patch Supply Acme whistle
111	100B	Kohaut baton, black wood, 42"
112	EP1323QR	Earphone Connection Hawk Lapel Microphone - Quick Release
113	56332	Deftec Pepper Spray, MK3
114	BG140	Treated Polyester Barrel Bag, Plain



Part III - APPROVED EQUALS – the City will only be accepting the following items listed below as acceptable approved equals.

Original line item number and description:  
#19, CHAMBERS, 1-1/2" BASKETWEAVE, BLACK

Approved Equal Item:  
#6603 LAWPRO, BELT, 1-1/2" BASKETWEAVE, BLACK

Prepared By: Michelle King Date: January 26, 2016  
Buyer II

Acknowledged By: Galls, LLC  
Company Name

Mike Wessner  
Print Name

Chief Executive Officer  
Title

  
Signature

February 1, 2016  
Date

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