



Master Agreement Purchase Order

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200 S. Anaheim Blvd.
Purchasing, Suite 620
Anaheim, CA 92805-3820
Phone: 714-765-5110
Fax: 714-765-5288

MA #: 106-498488

Revision #: 1

Attachments: 4

Council Award: 9777; 5/7/24

GALLS, LLC
2789 LONG BEACH BLVD.
LONG BEACH, CA 90806

Contact Name: MELISSA CASTRO

Phone: 562-305-6176

Email: castro-melissa@galls.com

FOB: Destination, Delivery Charges included in price

Authorized Departments:

POLICE

This agreement documents the general terms, conditions and pricing of the City's purchases of the goods and/or services described below. This Master Agreement does not authorize specific quantities or shipping dates; authorization to ship goods or deliver services will be made by issuing Delivery Order referencing this document. Shipping location, delivery date, items, quantities and prices will be confirmed on the Delivery Orders. All invoices must clearly indicate the relevant, authorizing Deliver Order # they pertain to.

COMMODITIES AND SERVICES COVERED BY THIS MASTER AGREEMENT:

UNIFORMS AND ACCESSORIES: POLICE

Special notes:

PER BID #: 9777 SPECIFICATIONS, TERMS and CONDITIONS.

Per RFB Specifications D., the Police Dept may add, change, or delete items as changes are made in the Police outfitting standard.

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THIS IS YEAR ONE OF UP TO FOUR ONE-YEAR OPTIONAL RENEWALS.

CPI INCREASE

Line #	CC	Description	Qty	U of M	Unit Price
1	20088	Uniforms and Accessories for Police Personnel (taxable).	0.00		\$0.0000
2	20088	Services for Police Personnel (non-taxable).	0.00		\$0.0000

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INSTRUCTIONS TO VENDORS

This Purchase Order subject to and governed by all Terms and Conditions printed at the end of this order.

Buyer's Signature:


Esther Robles (714) 765-4093
erobles@anaheim.net



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Special notes:

This Master Agreement ("MA"), along with the City's Standard Terms and Conditions, documents the items, prices and terms and conditions of the City's agreement with the supplier to provide the goods and/or services shown.

Quantities and/or dollars shown are estimates only. The City is under no obligation to purchase any or all of the items or services shown on this Master Agreement.

The City shall be obligated only for the specific quantities of materials or services that are authorized by the issuance of a specific Delivery Order ("DO") referencing this Master Agreement. Delivery Orders will be issued by the requesting department and shall specify the delivery date, location and unique Delivery Order Number.

Prices shown are to remain firm for the first year of this Agreement, unless otherwise specified in the body of this Master Agreement.

The total purchase limit shown for this Master Agreement is inclusive of all taxes. Supplier is not authorized to accept orders, nor provide goods or services in excess of this amount.

All invoices are to be sent to Accounts Payable ONLY, and must reference the specific Delivery Order number applicable to the invoice.

This Master Agreement may be renewable, in accordance with the terms of the applicable bid and/or City Council award.

This order may be terminated by either party, without cause, upon a thirty (30) day written notice.

This purchase order is for the referenced materials, products and/or services only. Departments requesting the goods and services are responsible for contract administration and monitoring compliance with the agreement.

At the City's option, annual increases in these prices may be negotiated, but shall not exceed the change in the Consumer Price Index ("CPI") for the preceeding twelve (12) month period for the Los Angeles, Riverside and Orange County areas.

All terms, conditions, and specifications of the referenced bid apply to this purchase order.

THIS PRICE AGREEMENT IS FOR A PERIOD OF ONE (1) YEAR WITH FOUR (4) OPTIONAL ONE-YEAR RENEWALS.

CONTINUED ON NEXT PAGE

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Buyer's Signature:

Esther Robles

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STANDARD TERMS & CONDITIONS

1. TERMS OF ORDER: This order is limited to the terms herein unless expressly agreed in writing by the City's Purchasing Division.

2. ACCEPTANCE: Seller's shipment of goods, commencement of any work, or performance of any services hereunder shall constitute acceptance by Seller of this order and all of its terms and conditions. No additional terms or conditions stated by Seller in acknowledging or otherwise accepting this order shall be binding upon the City unless specifically accepted in writing by Buyer. No oral agreements shall be binding unless confirmed by a written revision to this purchase order.

3. SELL OR ASSIGN: The supplier shall not sell, assign, or transfer any obligations resulting from this order without the specific written consent of the City's Purchasing Division.

4. MATERIAL SAFETY DATA SHEETS: Supplier shall submit Material Safety Data Sheets with all orders of hazardous substances.

5. COMPLIANCE WITH LAWS: All goods and services provided shall comply with all current federal, state, and local laws relative thereto. Supplier further agrees to indemnify, defend, and hold the City harmless for any failure to so conform.

6. TAXES: Unless otherwise indicated on the P.O., this order is subject to California Sales Tax, at the current Orange County tax rate. The City is exempt from Federal Excise Tax.

7. WARRANTY: Supplier fully warrants all materials and equipment, including without limitation, any optional equipment purchased by the City under the terms of this order, against poor and inferior quality and workmanship of equipment, labor and materials, for one year after the date of final acceptance by the City, unless otherwise stated herein.

8. LAWS GOVERNING CONTRACT: This order will be administered and interpreted under the laws of the State of California.

9. BUSINESS LICENSE: Firms providing goods or services to the City of Anaheim must have a current City business license.

10. AUTHORIZED DISTRIBUTOR: Vendor represents that vendor is an authorized distributor of the product ordered. The City reserves the right to cancel this order at any time if it is determined that the vendor is not an authorized distributor of the product ordered.

11. CANCELLATION: Time is of the essence in the performance of this Purchase Order. The City reserves the right to cancel any portion of this order with respect to goods not delivered, or services not performed, on or before the required delivery date.

12. REJECTION OF MATERIALS/SERVICES: All materials and services furnished shall be as specified and are subject to inspection and approval by the City. The City reserves the right to reject any material or service which does not comply with the specifications and/or terms of this order.

13. F. O. B. POINT: All orders are to ship F. O. B. Destination, unless otherwise specified in the P.O.

14. TITLE: Except as otherwise and expressly provided herein, title to and risk of loss on all items shipped by vendor or vendor's agent to the City shall pass to the City upon the City's inspection and acceptance of such items at the City's premises.

15. SHIPPING & HANDLING CHARGES: Shipping, handling, packing, transportation, and any other fees or charges are not allowed unless specified otherwise herein.

16. PACKING SLIPS: Packing slips specifying quantity, description and purchase order number must be included with each delivery.

17. INVOICES: The purchase order number and department name must appear on all invoices, shipping papers, packages, and correspondence. Unless otherwise specified, the invoice shall contain the following information; purchase order number, item number, description of supplies or services, sizes, quantities, unit prices, extended totals, all applicable taxes, and freight and handling charges, where authorized.

18. PAYMENT: Payment will be made only upon receipt of all materials, services, and invoices which are as specified and in accordance with the terms of this order, unless otherwise stated herein.

19. HOLD HARMLESS AND INDEMNIFICATION: By acceptance of this purchase order, the vendor hereby agrees to indemnify, defend, and hold harmless the City (including its officers and employees) for/ from any and all claims or actions of any kind presented against the City arising out of vendor's (including vendor's employees, representatives, products, and subcontractors) performance under this agreement, excepting only such claims, costs, or liability which may arise out of sole negligence of the City.

20. INSURANCE: Vendors who perform work on City property are required to provide acceptable proof of insurance prior to commencing work. Specific insurance requirements are contained within the body of the purchase order.

21. NEW MATERIALS: Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.