

**City of Fayetteville Staff Review Form**

**2022-0971**

\_\_\_\_\_  
Legistar File ID

**11/15/2022**

\_\_\_\_\_  
City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

\_\_\_\_\_  
Jamie Fields

\_\_\_\_\_  
10/17/2022

\_\_\_\_\_  
POLICE (200)

\_\_\_\_\_  
**Submitted By**

\_\_\_\_\_  
**Submitted Date**

\_\_\_\_\_  
**Division / Department**

**Action Recommendation:**

A resolution to approve the future purchase of new and replacement ballistic bulletproof vests and plates as needed for police officers from Gall's LLC and other dealers as authorized through Sourcewell Cooperative Purchasing (Sourcewell) contract #011221, including any applicable taxes and shipping fees, and on an as-needed basis through February 19, 2025, in addition to any available renewal terms.

**Budget Impact:**

<p>various</p> <hr/> <p>Account Number</p> <p>13001-1 / 37042-1</p> <hr/> <p>Project Number</p>	<p>Sales Tax Capital / General</p> <hr/> <p>Fund</p> <p>Police Ballistic Protection / BVP Grant</p> <hr/> <p>Project Title</p>																		
<p><b>Budgeted Item?</b>    <u>Yes</u></p> <p><b>Does item have a cost?</b>    <u>No</u></p> <p><b>Budget Adjustment Attached?</b>    <u>No</u></p>	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Current Budget</td> <td style="width: 5%;">\$</td> <td style="width: 35%; text-align: right;">173,956.00</td> </tr> <tr> <td>Funds Obligated</td> <td>\$</td> <td style="text-align: right;">30,505.72</td> </tr> <tr> <td style="border-top: 1px solid black;">Current Balance</td> <td style="border-top: 1px solid black;">\$</td> <td style="border-top: 1px solid black; text-align: right; border: 1px solid black;">143,450.28</td> </tr> <tr> <td>Item Cost</td> <td>\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Budget Adjustment</td> <td>\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="border-top: 1px solid black;">Remaining Budget</td> <td style="border-top: 1px solid black;">\$</td> <td style="border-top: 1px solid black; text-align: right; border: 1px solid black;">143,450.28</td> </tr> </table>	Current Budget	\$	173,956.00	Funds Obligated	\$	30,505.72	Current Balance	\$	143,450.28	Item Cost	\$	-	Budget Adjustment	\$	-	Remaining Budget	\$	143,450.28
Current Budget	\$	173,956.00																	
Funds Obligated	\$	30,505.72																	
Current Balance	\$	143,450.28																	
Item Cost	\$	-																	
Budget Adjustment	\$	-																	
Remaining Budget	\$	143,450.28																	

V20210527

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF NOVEMBER 15, 2022**

**TO:** Mayor and City Council  
**FROM:** Jamie Fields, Deputy Chief of Police  
**DATE:** October 17, 2022  
**SUBJECT:** Resolution with Gall's, LLC for Ballistic Body Armor Vest Purchases

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**RECOMMENDATION:**

A resolution to approve the future purchase of new and replacement ballistic body armor vests and plates as needed for police officers from Gall's LLC and other dealers as authorized through Sourcewell Cooperative Purchasing (Sourcewell) contract #011221, including any applicable taxes and shipping fees, and on an as-needed basis through February 19, 2025, in addition to any available renewal terms.

**BACKGROUND:**

For over two decades, the Fayetteville Police Department has maintained a mandatory body armor vest wear policy (41.3.5.V.M) and has supplied these body armor vests to all sworn personnel. In December 2019, the police department upgraded front and back ballistic body armor plates held in these vests to rifle resistant protection. All state-of-the-art body armor is custom made to the exact specification of the wearer with a guaranteed life of five years. This ensures all officers have our required level of protection.

**DISCUSSION:**

With a five-year life span, expiring ballistic body armor vests must be replaced prior to their end of useful life. The police department Quartermaster maintains an inventory of all police issued equipment to insure no police officer is outfitted with expired equipment. Approval of this resolution will allow our Quartermaster to routinely purchase ballistic body armor vests and plates based on the expiration schedule and the hiring of new officers.

**BUDGET/STAFF IMPACT:**

Funds are budgeted annually for ballistic protect of our police officers through the Police Ballistic Protection project within the Capital Improvements Program (CIP) via project #13011. Current available budget in project #13011 is \$112,703. Additionally, grant funding from the Bulletproof Vest Partnership Program (project #37042) provides up to \$400 for each vest purchased. This grant funding requires annual application for funds with current grant funding awarded in the amount of \$30,747.

**Attachments:**

Gall's Quote for ballistic body armor  
Sourcewell Contract #011221



## Quote

Customer: (1002351029) FAYETTEVILLE P.D.  
 Date: 10/10/2022  
 Sales Rep: JACK SVETICH

Page 1 of 1  
 Quote Number: 21331531  
 Quote Expiration: 11/09/2022

Sold To:  
 FAYETTEVILLE P.D.  
 100A ROCK ST  
 FAYETTEVILLE, AR 72701  
 WILLIE NEWMAN

Ship To:  
 FAYETTEVILLE P.D.  
 100A ROCK ST  
 FAYETTEVILLE, AR 72701  
 WILLIE NEWMAN

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BL636 NAV CTM 00	POINT BLANK HI LITE AXBIIIA TWO CARRIERS	1		936.50	936.50
1.1	BP0002	MALE CUSTOM VEST	1			
2	BP1481	PB OMEGA 7X9 ICW SPECIAL THREAT PLATE	1		311.40	311.40
3	BP1479	PB OMEGA 7X9 FEMALE ICW SPECIAL THREAT PLATE	1		311.40	311.40
4	BP1480	PB OMEGA 8X10 ICW SPECIAL THREAT PLATE	1		371.95	371.95
5	BP3803 MDNV CSTM 00	PBE GEN 3 DUTY CARRIER	1		156.90	156.90
5.1	BP0001	BODY ARMOR CARRIERS	1			
6	BP568 MALE	HI LITE CONCEALABLE CARRIER FIT Sourcewell 011221	1		86.52	86.52

Quote is valid for 30 days

SUBTOTAL: 2,174.67  
 SHIPPING:  
 TAX..... 212.04  
 TOTAL.... 2,386.71

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd  
 Lexington, KY 40505  
 Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

\*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



**Solicitation Number: 011221**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Body Armor with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires **February 19, 2025**, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.



Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

### **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other



insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

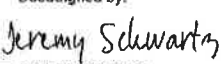
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

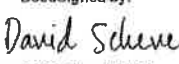
## 22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Galls, LLC

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 2/17/2021 | 9:06 AM CST

DocuSigned by:  
  
CAC9CA55AF61484...  
By: \_\_\_\_\_  
David Scheve  
Title: CFO  
Date: 2/22/2021 | 3:17 PM CST

Approved:  
DocuSigned by:  
  
7E42B8F917A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 2/22/2021 | 3:19 PM CST

# RFP 011221 - Body Armor with Related Accessories, Equipment, and Services

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## Vendor Details

Company Name: Galls, LLC  
Address: 1340 Russell Cave Road  
Lexington, KY 40505  
Contact: Tiffany brewer  
Email: brewer-tiffany@galls.com  
Phone: 859-800-1406  
HST#: 20-3545989

## Submission Details

Created On: Tuesday November 17, 2020 13:19:14  
Submitted On: Tuesday January 12, 2021 15:07:27  
Submitted By: Tiffany brewer  
Email: brewer-tiffany@galls.com  
Transaction #: d8ece47b-7154-4643-8d33-6b74c62cf638  
Submitter's IP Address: 4.30.235.194

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Galls, LLC
2	Proposer Address:	1340 Russell Cave Rd. Lexington, KY 40505
3	Proposer website address:	www.galls.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Scheve, CFO 1340 Russell Cave Rd. Lexington, KY 40505 Smeltzer-Amelia@galls.com - 859.800.1400
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amelia Smeltzer, GSA Contract Specialist 1340 Russell Cave Rd. Lexington, KY 40505 Smeltzer-Amelia@galls.com - 859.800.1400
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Justin Ryan, District Sales Manager 1340 Russell Cave Rd. Lexington, KY 40505 Ryan-Justin@galls.com - 859.202-1015

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls, LLC ("Galls") has been in business for over 50 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms and equipment. Our goal is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us.
8	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our Buyboard Contracts. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded documents
10	What is your US market share for the solutions that you are proposing?	Galls is the largest distributor of Body Armor in the United States and we hold approximately 40% market share of the entire country.
11	What is your Canadian market share for the solutions that you are proposing?	We do not sell into Canada at this time but would be interested in exploring that option with the Sourcewell contract if necessary.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls, LLC has never petitioned for Bankruptcy
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety distributor in the United States. We have a network of over 90 outside sales staff, 60 retail branches and another 30 service providers all of which meet face to face with customers and handle sizing of body armor. See attached approved distributor forms.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	This is not applicable.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls, LLC has never been suspended or debarred



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	This is not applicable.
17	What percentage of your sales are to the governmental sector in the past three years	approximately 80%. Our primary business is in Public Safety
18	What percentage of your sales are to the education sector in the past three years	approximately 5%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : \$4,872,734.56 NYHIRE : \$111,652.45 COSTARS : \$200,000.00 STARS Alliance : \$305,000.00
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Galls GSA : \$3,380,571.49

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Indiana State Police	Lt. Mick McClanahan - R&D MMcClanahan@ISP.IN.gov	317-450-5700
Cincinnati (OH) Police Department	Tom Tanner - Quartermaster Tom.Tanner@cincinnati-oh.gov	513-352-2520
St. Paul (MN) Police Department	Sgt. Jeff Parsons jeff.parsons@ci.stpaul.mn.us	651-266-5933
Iowa State Police	Lt. Rick Pierce Commander Fleet & Supply pierce@dps.state.ia.us	515-281-3391

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Atlanta Police Dept.	Government	Georgia - GA	We provide the department Work Uniforms and equipment	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - \$1,840,318.40 2020 - \$1,687,450.13 2021 - \$24,711.02 - This is only for Jan 2021. We est 2021 Sales average about \$1.7M
Los Angeles PD	Government	California - CA	We provide them uniforms, equipment and body armor	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - \$3,213,907.87 2020 - \$2,242,472.71 2021 - \$60,248.74 - This is only for Jan 2021. We est 2021 Sales average about \$2.5M - 3M
Houston PD	Government	Texas - TX	We provide Body Armor, Uniforms and Equipment	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - \$884,232.63 2020 - \$777,558.76 2021 - No Sales Reported as of yet. We est Sales for 2021 to average around \$800K
Metropolitan PD	Government	District of Columbia - DC	We provide Uniforms and Accessories	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - \$2,646,740.71 2020 - \$2,616,604.50 2021 - \$5,695.21 -This is only for Jan 2021. We est 2021 Sales average about \$2.6M
Austin PD	Government	Texas - TX	We provide uniforms and equipment	Transactions can vary from individual purchases to Dept. wide purchases.	2019 - \$1,520,342.31 2020 - \$2,574,513.72 2021 - \$14,017.61 - This is only for Jan 2021. We est 2021 Sales average about \$2M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Galls has 50 outside sales rep across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own deck of mid sized customers. We also have an additional Business Development team consisting of 6 outside reps and 10 inside sales reps that target new business opportunities. Finally we have a branch network of over 80 locations nationwide and currently in the process of rolling out 40 Branch Service Reps that will be housed in our retail branches but meet with customers face to face and handle service work (sizing, delivery etc.)
24	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers.

25	Service force.	<p>Our Sales team handles a lot of our service work but in addition to the sales force listed above we also have 70 Customer Service Reps that handle over the phone service requirements.</p> <p>As mentioned previously we have a developed a new service role that we are rolling out in 2021 that is the Branch Service Rep. Branch Service Reps will be housed in our retail branches across the country but meet with customers face to face and handle service work (sizing, delivery etc.) within a certain radius of our retail stores. Galls has 60 outside sales rep across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own deck of mid sized customers.</p> <p>We also have an additional Business Development team consisting of 6 outside reps and 10 inside sales reps that target new business opportunities.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Galls has assembled the best team of dedicated professionals to serve your body armor and equipment needs. Customers utilizing the Co-Op will have personal contacts, will coordinate with our merchandisers, buyers and customization department to make sure we meet your department needs for comfort, performance, and design. Having a team of contact's at Galls as well as access to the staff at our branch locations allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.. Our customers can expect responses from our team within 24 hours of contact. Timelines for orders vary based on the manufacturer but being the largest distributor in the country we have better buying power that competitors as well as a larger inventory. Our customers can expect us to use that buying power to make sure their orders are prioritized and delivered quickly.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service representatives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.</p>
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>As stated above we are not servicing any Canadian areas today but would be willing to look at this as an opportunity. We can service anywhere in the United States today including Hawaii and Alaska.</p>
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We are able to service any Sourcewell entities but our body armor/ballistic products will ONLY be sold to public safety (Government, Military, Police, Fire, EMS, Security etc.)</p>
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy for this program would cover three major verticals:</p> <ol style="list-style-type: none"> <li>1) In Store-             <ol style="list-style-type: none"> <li>a. With 3 Locations in Minnesota and 60+ retail locations nationwide, we would utilize signage to advertise the contract</li> </ol> </li> <li>2) Online-             <ol style="list-style-type: none"> <li>a. Galls would develop a custom e-commerce platform (eEquip) which would allow Sourcewell members to self-serve and purchase products at contract pricing.                 <ol style="list-style-type: none"> <li>i. Additionally- Galls would setup, at no charge, customer specific Uniform Programs with customer specific customization and embellishment to mirror contract pricing.</li> </ol> </li> <li>b. Our Galls.com website has current links to contract programs. We would add a link to the specific Sourcewell eEquip site to drive customer engagement</li> </ol> </li> <li>3) In Person/Over the Phone-             <ol style="list-style-type: none"> <li>a. In addition to our locations, Galls has a dedicated Outside Sales rep for the market. We also have two inside sales reps that cover the market. In addition, we have a nationwide coverage of 150 sales team members. The largest in our segment                 <ol style="list-style-type: none"> <li>b. We would also advertise the Sourcewell contract at the over 100 tradeshows we attend annually.</li> </ol> </li> </ol> </li> </ol>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcwell contract.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcwell's role will be minimal, e hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcwell
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eEquip.</p> <p>Galls also offers the ability to create customized Online Ordering System ("eEquip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eEquip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment.</p> <p>The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eEquip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1400 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power.</p> <p>Galls currently operates more than 15,000 eEquip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users.</p> <p>eEquip capabilities will include:</p> <ul style="list-style-type: none"> <li>• Secure online ordering system</li> <li>o Site only accessible by username/password as assigned by customers</li> <li>o Grand Junction Fire contract pricing pre-loaded into each specific website.</li> <li>• Mobile device capability</li> <li>• Customer specific configuration</li> <li>• Product offering management</li> <li>o Individual Department products only</li> <li>o Products by employee group</li> <li>• Optional shop full catalog feature</li> <li>• Integrated with Galls ERP system</li> <li>• Flexible On-Demand Reporting</li> </ul> <p>The Galls eEquip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website.</p> <p>The Galls eEquip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcwell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcwell contract with sizing certification so they can size their own officers. Our sales team is certified in body armor sizing and can assist in training any Sourcwell Participating Entities. That said,our service model is designed to provide this service to all of our customers.

37	Describe any technological advances that your proposed products or services offer.	We have developed a system called eQuip that we can offer any Sourcewell Participating entities. Our eQuip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing and actually track the full life of their body armor. With our asset management tool on eQuip customers can set the 5 year shelf life for their vest and get email reminders when the vest needs to be replaced. This is something exclusive to Galls and offered only to Galls customers.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We do not have any green initiatives currently.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are not certified as WMBE or SBE.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our company is unique through our broadest selection of products, the wide reach of our sales force being a national company and through the efficiencies we can offer through our eEquip ordering system.</p> <p>Product Offering: Galls is the reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader we pride ourselves on having the largest inventory in the industry. However your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand.</p> <p>National Sales Reach: Galls has assembled the best team of dedicated professionals to serve your uniform and equipment needs. Customers utilizing the Co-Op will have personal contacts, will coordinate with our merchandisers, buyers and customization department to make sure we meet your uniforms criteria for comfort, performance, and design. Having a team of contact's at Galls as well as access to the staff at our branch locations allows you to focus on public safety and Galls will monitor the process and fulfillment of your products. With over 50 outside sales reps, 60 inside account managers, 60 highly trained customer service representatives, a business development team consisting of 6 outside reps and 10 inside reps and our branch network of over 80 locations with 40 Branch Service Reps. Again, I must stress that our team is ready and willing to pursue opportunities and promote our partnership with Sourcewell.</p> <p>eEquip Ordering Service: Galls also offers the ability to create customized Online Ordering System ("eEquip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted uniforms and equipment. eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eEquip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment.</p> <p>The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eEquip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1400 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power.</p> <p>Galls currently operates more than 15,000 eEquip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users.</p> <p>eEquip capabilities will include:</p> <ul style="list-style-type: none"><li>• Secure online ordering system</li><li>o Site only accessible by username/password as assigned by customers</li><li>o Grand Junction Fire contract pricing pre-loaded into each specific website.</li><li>• Mobile device capability</li><li>• Customer specific configuration</li><li>• Product offering management</li><li>o Individual Department products only</li><li>o Products by employee group</li><li>• Optional shop full catalog feature</li><li>• Integrated with Galls ERP system</li><li>• Flexible On-Demand Reporting</li></ul>
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**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	The manufacturer warranty covers a majority of the products including the ballistics, carriers, straps etc.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This would vary by manufacturer based on the item.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to this contract. The Galls sales team will do the traveling and do any re-sizing or adjustments at no charge.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Body armor would never need a warranty repair. It would need a re-size or replacement based off warranty language which can be done by the Galls sales representatives anywhere in the United States.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As a distributor of these products the warranties are handled by each individual manufacturer for the items on this proposal. Each manufacturer has their own warranty language based on the product.
47	What are your proposed exchange and return programs and policies?	Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:  30-day Comfort Guarantee: If you are not completely satisfied with your body armor, simply return them within 30 days from the date you received your order for a refund or exchange. Some restrictions apply. We are hyper focused on our customers so although returns/exchanges can be on a case by case basis we will do what is necessary for the customer whether that is a re-fit, working with the manufacturers to adjust or re-make the vests or a complete replacement. We will make sure we make it right for our customers.
48	Describe any service contract options for the items included in your proposal.	We do not have service contract options but our sales team will be able to provide service to any and all customers utilizing this Sourcewell contract.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	Galls does not provide any leasing or financing options for the goods we provide.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Galls provides a full service ordering process with online, in person, over the phone, or through email we allow our customers to purchase whichever way is easiest for them. Each account has dedicated reps that can be emailed or called for order placement, this can also be handled by our expert customer service staff. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eQuip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers. Reporting: If awarded, we will create a contract specific pricelist and source code. A source code acts as quick option to identify contract specific pricing for our Co-Op Contracts. When a rep receives and order an is informed that the agency is utilizing the Sourcewell contract, they apply the source code to the order which will guarantee that the customer receives the contract pricing. The rep would then contact the contract manager and state that a new customer has requested Sourcewell pricing. The contract manager will review the customer information and verify that this agency should always have the option to receive Sourcewell pricing. If continued use is approved by the contract manager, they will tie the customer's specific account number to the Sourcewell pricelist so that the account is setup to pull Sourcewell Pricing. The Contract Manager will run weekly reports on the Source Code to verify that new customer account additions to the pricelist have not been overlooked. At required reporting milestones, the Contract Manager will run a report based upon the pricelist which will pull all sales for account numbers tied to it.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Cards for payments on orders. We do not limit the use or charge fees when a procurement card is used for payment.



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We have attached our pricing model and priced each item out individually with SKU's provided. This is a Catalog Discount and the discounts will vary between 20% - 40%. Catalog Pricing is attached and will show each sku's specific discount % received and pricing for Sourcwell Customers
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage range is 20% - 40%
55	Describe any quantity or volume discounts or rebate programs that you offer.	We are offering a volume discount as follows:  2% - \$25,000 - \$49,999 4% - \$50,000 - \$99,999 6% - \$100,000 or more
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We will supply a quote for each such request based on customer, volume, product selected etc.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing included in this bid are priced as is. There is no additional cost structure involved in this pricing. The sizing, pre-delivery inspection, and initial inspection are all offered at no charge from our sales and service staff.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/Delivery typically depends on the product, weight and where the item is being shipped . Freight charges may be applied to orders tied to this contract but if the customer ships to a Galls location and opts for pickup or if the product is drop shipped from the manufacturer to the customer no freight charges will be included. Please see our technical capability attached in the documents for additional information on freight charges.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges will be the same for Alaska or Hawaii as listed in the above question. If the product is dropshipped from the manufacturer to the customer no freight will be applied. If the order is shipped from a Galls facility to the customer freight will be determined based on weight and distance.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have several unique distribution options for instance we can ship complete or ship individually as items become available. Additionally we can consolidate our shipping to reduce shipping charges and in conjunction with our green initiatives. We can work with our manufacturing partners to ensure that items are drop shipped directly to them from the manufacturer to decrease order time and eliminate shipping costs. Finally we can ship to one of our 80 branch locations and the customer can pickup products to eliminate shipping costs.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered is at a better discount than other cooperative procurement organizations

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcewell contract will be tied to the pricelist and automatically receive Sourcewell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over \$25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5% administrative fee quarterly

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering full catalog offerings from various Body Armor Manufacturers and body armor carriers. We are offering soft armor and carriers, hard armor plates, plate carriers, tactical armor, ballistic helmets, ballistic shields, stab armor, and armor accessories (Straps, pouches, additional carriers etc.)
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>Soft Body Armor/Concealable Armor</li> <li>Internal Carriers</li> <li>External Carriers</li> <li>Tactical Armor</li> <li>Hard Armor Plates</li> <li>Plate Carriers</li> <li>Ballistic Helmets</li> <li>Ballistic Shields</li> <li>Stab Armor</li> <li>Armor Accessories</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Concealable or covert vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes this will be provided
67	Tactical Vests	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes this will be provided.
68	Armor plate or insert carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes this will be provided.
69	Hard and soft armor plates, inserts, panels, and backers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes this will be provided.
70	Bomb or blast-resistance suits	<input type="radio"/> Yes <input checked="" type="radio"/> No	No we do not offer bomb suits.
71	K-9 (and other service animal) protective gear	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes this will be provided.
72	Other protective armor	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are offering accessories and additional items.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our Contract Specialist will be responsible for compliance with the terms of this contract. They will run all sales reports which will show them the progress at which sales are growing. They will also setup meetings with customer's that piggyback off our contract to check on the quality of service and products they are receiving. These meetings will be used to gauge customer satisfaction as well as discuss any potential additions they would like to see on the contract. Sales is a great indicator of success, but sales mean nothing if our customer's are not happy with our company.
74	Describe any performance standards that your products meet and how they are tested.	We are the distributor of these products so all products are tested at the manufacturer level. That said all ballistic products that we distribute and are proposing are NIJ Certified and have to go through the NIJ Certification testing NIJ administers a program to test commercially available armor for compliance with the standards to determine whether the vests will perform as expected.  In addition to being tested for NIJ compliance, body armor models must meet workmanship and labeling requirements. NIJ also has a follow-up inspection and testing requirement to ensure that the body armor worn by officers is safe and reliable. Each body armor manufacturer with a model that meets the standard is subject to six follow-up inspections and testing over a five-year period, consisting of: Inspections of recently manufactured vests to determine whether they are constructed in the same way as the original samples. Follow-up ballistic testing. NIJ's Criminal Justice Testing & Evaluation Consortium manages the compliance testing program.
75	Provide an overview of your Quality Management System and identify any accreditations it has received.	As distributors our quality control is making sure you receive the items that you order. Our manufacturers are tested on quality and workmanship as part of their NIJ Certification process.
76	Describe any design and manufacturing processes or materials utilized that contribute to enhanced protection, overall durability, and increased wearer mobility and safety that differentiate your offerings.	As the distributor of these products we do not handle the manufacturing of any of the products. Our Galls brand armor is manufactured by Point Blank Enterprises and NIJ Certified through them. What differentiates our offerings compared to others is we are not tied to a single line of body armor. We can provide various manufacturers and let the customer decide what fits best, is the most comfortable and what they determine is safest and still be able to utilize the Sourcewell contract.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Scheve, CFO, Galls, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Body Armor_RFP 011221 Tue January 5 2021 04:33 PM	<input checked="" type="checkbox"/>	3
Addendum_7_Body Armor_RFP 011221 Thu December 31 2020 02:24 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Body Armor_RFP 011221 Tue November 24 2020 03:44 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Body Armor_RFP 011221 Tue November 24 2020 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Body Armor_RFP 011221 Mon November 23 2020 12:23 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Body Armor_RFP_011221 Fri November 20 2020 11:12 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Body Armor_RFP_011221 Thu November 19 2020 01:45 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Body Armor_RFP_011221 Tue November 17 2020 11:05 AM	<input checked="" type="checkbox"/>	2



**Proposal Evaluation  
Body Armor with Related Accessories, Equipment, and Services RFP #011221**

	Possible Points	911 SUPPLY & ADVENTURE GEAR, INC.	AEGIX Global	Atlantic Diving Supply, Inc.	Capital Well Corporation	Climb2Glory, LLC	Covert Armor International, LLC	Galls, LLC	GH Armor Systems, Inc.	HighCom Armor Solutions, Inc.
Conformance to RFP Requirements	50	35	35	42	33	39	35			
Pricing	400	288	321	314	272	293	297	41	39	37
Financial Viability and Marketplace Success	75	47	48	64	51	51	57	348	314	319
Ability to Sell and Deliver Service	100	69	55	81	60	64	63	60	60	55
Marketing Plan	50	32	33	43	30	32	32	80	74	78
Value Added Attributes	75	56	58	65	48	58	53	40	40	42
Warranty	50	40	40	40	37	43	39	56	57	59
Depth and Breadth of Offered Equipment, Products, or Services	200	165	143	174	136	150	159	180	168	176
Total Points	1,000	732	733	823	667	735	736	851	793	807
Rank Order		14	11	3	16	12	11	1	4	5

	Possible Points	Konoval, LLC	L.N. Curtis & Sons	Mandaree Enterprises	NP Aerospace (Canada), Limited	Proforce Marketing, Inc.	Select Engineering Services, LLC	U.S. Armor Corporation	United Shield International
Conformance to RFP Requirements	50	37	41	38	41	32			
Pricing	400	313	311	281	343	309		42	37
Financial Viability and Marketplace Success	75	52	63	57	61	60		333	308
Ability to Sell and Deliver Service	100	63	66	74	72	72		63	60
Marketing Plan	50	36	42	43	39	30		81	74
Value Added Attributes	75	62	54	64	63	48		38	34
Warranty	50	39	40	40	41	31		67	51
Depth and Breadth of Offered Equipment, Products, or Services	200	144	170	156	158	160		169	171
Total Points	1,000	746	787	753	818	731		835	776
Rank Order		10	7	9	4	15		2	6

Declassified by: James Voelker  
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

Declassified by: Chris Robinson  
TASMAE3E3A8E7

Chris Robinson, CPSM, Procurement Manager

Declassified by: Greg Grunig  
TDDCEU6B8AD

Greg Grunig, Procurement Lead Analyst

Declassified by: Craig West  
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Craig West, Procurement Analyst