

#### MASTER SERVICES AGREEMENT #2021-073 First Responder Uniforms, Accessories, and Services

**THIS MASTER SERVICES AGREEMENT** ("<u>Agreement</u>"), effective the last date of signed approval ("<u>Effective Date</u>"), is entered into by and between the North Central Texas Council of Governments ("<u>NCTCOG</u>"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

#### Galls, LLC. ("<u>Contractor</u>") 1340 Russell Cave Rd. Lexington, KY 40505

#### ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide First Responder Uniforms, Accessories, and Services (hereinafter, "Services") to governmental entities participating in the North Texas SHARE program (hereinafter "Participating Entities"). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2021-073 (hereinafter, "RFP"). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

#### ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

SHARE/Galls MSA Police & First Responder Uniforms, Accessories, and Svcs.

2.4 Pricing for items in Attachment 1 represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

#### 2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

#### 2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

#### 2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2021-073
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

### ARTICLE III

#### TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on November 1, 2022 (the "<u>Term</u>"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to four (4) additional one (1) year terms through November 1, 2026.
- 3.2 Termination. NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
  - 3.2.2 Breach: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

#### ARTICLE IV **COMPENSATION**

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG ATTN: North Texas SHARE PO Box 5888 Arlington, TX 76005-5888 Email: NorthTexasSHARE@nctcog.org

#### ARTICLE V SERVICE FEE

- 5.1 Explanation. NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 Administrative Fee. NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

#### ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

### **REPRESENTATION AND WARRANTIES**

7.1 Representations and Warranties. Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

#### ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement of otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

#### **ARTICLE IX GENERAL PROVISIONS**

9.1 Notices. All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

| If to NCTCOG:     | North Central Texas Council of Governments<br>P.O. Box 5888<br>Arlington, TX 76005-5888<br>Attn: Craigan Johnson<br>(817) 695-9186<br>cjohnson@nctcog.org |
|-------------------|---|
| If to Contractor: | Galls, LLC<br>Attn: Legal Dept.<br>1340 Russell Cave Rd.<br>Lexington, KY 40505<br>(859) 800 - 1400<br>Smeltzer-Amelia@galls.com                          |

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 Tax. NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise,

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 even in it has been auvised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

- 9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
  - 9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.
  - 9.5.2 Commercial General Liability:
    - 9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

- 9.5.2.2 Commercial General Liability policy shall include:
  - 9.5.2.2.1 Coverage A: Bodily injury and property damage;
  - 9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;
  - 9.5.2.2.3 Coverage C: Medical Payments;
  - 9.5.2.2.4 Products: Completed Operations;
  - 9.5.2.2.5 Fire Legal Liability;
- 9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.
- 9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- 9.5.4 Professional Errors and Omissions liability:
  - 9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such

SHARE/Galls MSA Police & First Responder Uniforms, Accessories, and Svcs.

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 9.8 Ability to Perform. Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 Availability of Funding. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- Governing Law. This Agreement will be governed by and construed in accordance with the laws 9.10 of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 Waiver. Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 Dispute Resolution. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 Publicity. Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

# ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity**. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.
- 10.8 **Procurement of Recovered Materials**. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

#### 10.11 Civil Rights Compliance

<u>Compliance with Regulations:</u> Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

> Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

> Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

> Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

> Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

> Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.* 

#### 10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- 10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 man unity (50) days definquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services: or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

#### 10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

#### 10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

"No employee of the contractor, no member of the contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents".

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 une foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

#### 10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

#### 10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

#### Galls, LLC.

11/03/2021 Signature Date

David Scheve

Printed Name

#### Nonthe General Texas Council of Governments

Mike Eastland 11/3/2021 A4E72C1BEF0F426 Signature Date Michael Eastland **Executive Director** 

# finitian stachment I Pricing for SHARE

For First Responder Uniforms, Accessories, and Services, contractor shall quote participating SHARE Entities the rates and/or discount required for products and services specified by the RFP. Contractor's proposed catalog discount for uniforms and services are found below.

## UNIFORM ALTERATION SERVICES

The Contractor has indicated that they will provide uniform alteration services at a percentagediscount over catalogue pricing. The Contractor has provided a Uniform Customization catalog, which is found on the SHARE landing page. To this end, the Contractor has provided the following pricing information:

# Galls, LLC. will offer uniform alteration services at a minimum percent-discount rate of 15% Galls, LLC. will offer uniform embroidery services at a minimum percent-discount rate of 15%

For additional information, please refer to Gall's Uniform Customization Catalogue.

# UNIFORMS AND ACCESSORIES PRICING

Product Supplier/Brand Catalogue Discount Pricing information is found on the following pages.

**Percent Discount** proposal for catalogue Brands for items not listed in this Tab:

| Brand   | % Discount off<br>catalog   |
|---|---|
| Atlanco   | 15%   |
| ASP   | 15%   |
| Blauer (Texas Retail Price List)  | 15%   |
| 5.11  | 15%   |
| GT  | 15%   |
| Point Blank (Concealable)   | 15%   |
| Point Blank (Tactical Armour& Accessories)  | 15%   |
| Nardis  | 15%   |
| Safariland  | 15%   |
| Elbeco  | 15%   |
| Under Armour  | 15%   |
| Smith & Wesson  | 15%   |
| ESS   | 15%   |
| Blackhawk   | 15%   |
| Port Authority  | 15%   |
| Custom Made Items   | 15%   |
| Flying Cross  | 15%   |
| Brand   | % Discount off catalog  |
| 221B Resources  | 15%   |
| 3M Company  | 15%   |
| 3M Company-Personal Safety Div  | 1 5 0 /   |
|   | 15%   |
| 5.11 lnc.   | 15%   |
| 5.11 Inc.<br>5.11 Inc. (CUSTOM SHOP)  |   |
|   | 15%   |
| 5.11 Inc. (CUSTOM SHOP)   | 15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co  | 15%<br>15%<br>15%   |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL   | 15%<br>15%<br>15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc  | 15%<br>15%<br>15%<br>15%<br>15%   |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.   | 15%<br>15%<br>15%<br>15%<br>15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT  | 15%<br>15%<br>15%<br>15%<br>15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon   | 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc  | 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc<br>Aimpoint Inc  | 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%   |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc<br>Aimpoint Inc<br>AKER INTERNATIONAL  | 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc<br>Aimpoint Inc<br>AKER INTERNATIONAL<br>AL NU PRODUCTS, INC   | 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc<br>Aimpoint Inc<br>AKER INTERNATIONAL<br>AL NU PRODUCTS, INC<br>ALL AMERICAN BOOT MFG., INC.   | 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%  |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc<br>Aimpoint Inc<br>AKER INTERNATIONAL<br>AL NU PRODUCTS, INC<br>ALL AMERICAN BOOT MFG., INC.<br>Alliance Sports Group (Nebo)   | 15%     |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc<br>Aimpoint Inc<br>AKER INTERNATIONAL<br>AL NU PRODUCTS, INC<br>ALL AMERICAN BOOT MFG., INC.<br>Alliance Sports Group (Nebo)<br>ALLIED HEALTHCARE PRODUCTS, IN   | 15%                                     |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc<br>Aimpoint Inc<br>AKER INTERNATIONAL<br>AL NU PRODUCTS, INC<br>ALL AMERICAN BOOT MFG., INC.<br>Alliance Sports Group (Nebo)<br>ALLIED HEALTHCARE PRODUCTS, IN<br>Alpha Industries Inc                   | 15%                   |
| 5.11 Inc. (CUSTOM SHOP)<br>A E Nelson Leather Co<br>A+ CAREER APPAREL<br>ABX Group Inc<br>ACR ELECTRONICS, INC.<br>ADVENTURE MEDICAL KIT<br>Advon<br>Aervoe Industries Inc<br>Aimpoint Inc<br>AKER INTERNATIONAL<br>AL NU PRODUCTS, INC<br>ALL AMERICAN BOOT MFG., INC.<br>ALL AMERICAN BOOT MFG., INC.<br>ALLIED HEALTHCARE PRODUCTS, IN<br>Alpha Industries Inc<br>Alpha Shirt Co | 15%   15% |

**Any Additional Brands** with Percent-Discounts offered for catalogues not listed above:

| ALTUS BRANDS LLC                                       | 15% |
|--|-----|
| AMBU INC   | 15% |
| AMER SPORTS WINTER & OUTDOOR C                         | 15% |
| AMERICAN DIAGNOSTIC CORP                               | 15% |
| AMERICAN TECHNOLOGIES NETWORK                          | 15% |
| AMERIGLO, LLC  | 15% |
| ANCHOR UNIFORM MFG LLC                                 | 15% |
| ANGELUS SHOE POLISH COMPANY                            | 15% |
| ANSELL HEALTHCARE PRODUCTS                             | 15% |
| AOB Products Company                                   | 15% |
| Arc'Teryx Equipment, Inc.                              | 15% |
| Ariat International, Inc.                              | 15% |
| Armament Leather Inc                                   | 15% |
| ARMAMENT SYSTEMS AND PROCEDURE                         | 15% |
| ARMOR EXPRESS  | 15% |
| ARMORPUR DIVISION OF LORENZA V                         | 15% |
| Arons Manufacturing Company                            | 15% |
| ARONS MFG CORP   | 15% |
| ARTEX KNITTING MILLS, INC                              | 15% |
| Ash City USA   | 15% |
| Ashley Worldwide Inc.                                  | 15% |
| Asmara International LTD                               | 15% |
| ASSEMBLED PRODUCTS CORP                                | 15% |
| ASSOCIATED PREMIUM CORP                                | 15% |
| AST Sportswear Inc                                     | 15% |
| Astra Radio Communications                             | 15% |
| Atlanco  | 15% |
| AUGUSTA SPORTSWEAR                                     | 15% |
| Avon Protection Systems                                | 15% |
| Baffin Inc.  | 15% |
| Battleware Technologies Inc                            | 15% |
| ВАҮСО  | 15% |
| BAYLY, INC.  | 15% |
| BELL SPORTS, INC.                                      | 15% |
| BELLEVILLE SHOE MANUFACTURING                          | 15% |
| Bellwether Cycling                                     | 15% |
| BENCHMADE KNIFE CO USA                                 | 15% |
| Berne Apparel  | 15% |
| Best Made Designs                                      | 15% |
| Better Emblem Co                                       | 15% |
| BIANCHI/SAFARILAND LLC                                 | 15% |
| Big Studio Inc   | 15% |
| Bill Hicks & Co LTD                                    | 15% |
| BLACK DIAMOND GROUP, INC.                              | 15% |
| Black Rifle Coffee Company                             | 15% |
| BLADE-TECH INDUSTRIES                                  | 15% |
| BLADE TECH INDUSTRIES<br>BLASTERS TOOL & SUPPLY CO INC | 15% |

| Blauer Mfg Co                  | 15% |
|--------------------------------|-----|
| BLAUER MFG CO - QUOTED ITEMS   | 15% |
| BLUE FORCE GEAR INC            | 15% |
| Blue Generation                | 15% |
| Blue Line Production, Inc      | 15% |
| Blue Water Treasures           | 15% |
| BOLLE                          | 15% |
| BOSTON LEATHER INC             | 15% |
| Bound Tree Medical, LLC        | 15% |
| BREAK-FREE, INC/SAFARILAND LLC | 15% |
| BRITE-STRIKE TECHNOLOGIES, INC | 15% |
| Brixum Corp dba Gatorz Eyewear | 15% |
| BUCK KNIVES INC                | 15% |
| BULLARD COMPANY                | 15% |
| BUSHNELL (UNCLE MIKES)         | 15% |
| BUSHNELL OUTDOOR PRODUCTS      | 15% |
| C.W. NIELSEN MFG               | 15% |
| CAMELBAK PRODUCTS INC          | 15% |
| CAMMENGA COMPANY LLC           | 15% |
| CAMPCO INC                     | 15% |
| Capps Shoe Company             | 15% |
| Careismatic Brands Inc         | 15% |
| CARHARTT INC                   | 15% |
| CAROLINA SAFETY SPORT INT'L, L | 15% |
| Casa Raul Western Wear         | 15% |
| Casual Duty Warehouse          | 15% |
| Celestron Acquisition, LLC     | 15% |
| CENTURY MARTIAL ART SUPPLY     | 15% |
| Cerritos VAS Need              | 15% |
| CFT INC LIFE MASK              | 15% |
| Champion Athletic Wear         | 15% |
| Champion Target                | 15% |
| Charles River Apparel          | 15% |
| CHINOOK MEDICAL GEAR INC       | 15% |
| CHIPPEWA SHOE CO               | 15% |
| Classic Cap & Embroidery       | 15% |
| Cloud Unicorn LTD              | 15% |
| CMI INC                        | 15% |
| COAST CUTLERY CO               | 15% |
| COBMEX APPAREL LTD.            | 15% |
| CODE 3 INC                     | 15% |
| Code Red                       | 15% |
| COLUMBIA RIVER KNIFE & TOOL    | 15% |
| COLUMBIA SPORTSWEAR COMPANY    | 15% |
| CONCAP SPORTSWEAR              | 15% |
| CONCEPT DEVELOPMENT CORPORATIO | 15% |
| Condor Outdoor Products Inc    | 15% |

|                                | 4.50 |
|--------------------------------|------|
| COOLCOP LLC                    | 15%  |
| Cortina Tool & Mold Co Inc     | 15%  |
| COURTLAND BOOT JACK CO.        | 15%  |
| COVE SHOE COMPANY, INC.        | 15%  |
| CRAMER DECKER INDUSTRIES MERET | 15%  |
| Criss Optical Mfg CO           | 15%  |
| Crossbreed Holsters            | 15%  |
| Crye Precision LLC             | 15%  |
| CS SYSTEMS COMPANY INC         | 15%  |
| Culture Apparel & Automotive   | 15%  |
| Custom Identification Products | 15%  |
| Cutter & Buck, Inc.            | 15%  |
| CYALUME TECHNOLOGIES, INC.     | 15%  |
| CYCLE FORCE GROUP LLC          | 15%  |
| DAMASCUS WORLDWIDE INC         | 15%  |
| DANGRA INC.                    | 15%  |
| Danner, Inc.                   | 15%  |
| DASH AMERICA INC.              | 15%  |
| DAVIS & STANTON                | 15%  |
| DE SANTIS HOLSTER & LEATHER CO | 15%  |
| Decal Impressions              | 15%  |
| Deer Stags Concepts, Inc.      | 15%  |
| DEFENSE TECH/SAFARILAND LLC.   | 15%  |
| Dehner Boot Co Inc             | 15%  |
| DICKE TOOL COMPANY             | 15%  |
| DNB NOR FINANS AS              | 15%  |
| DON HUME LEATHERGOODS          | 15%  |
| DP Packaging                   | 15%  |
| DRIFIRE, LLC                   | 15%  |
| DUTYMAN INC                    | 15%  |
| DYNAREX CORPORATION            | 15%  |
| EAR PHONE CONNECTION           | 15%  |
| EarHugger Safety Products      | 15%  |
| EDWARDS GARMENT CO             | 15%  |
| EISEMAN-LUDMAR CO INC          | 15%  |
| Elbeco Incorporated            | 15%  |
| Eleven 10 LLC                  | 15%  |
| Elite First Aid Inc            | 15%  |
| Emergency Medical Internationa | 15%  |
| EMERGENCY PRODUCTS & RESEARCH  | 15%  |
| ENERGIZER                      | 15%  |
| ERAZOR BITS                    | 15%  |
| ERB INDUSTRIES INC             | 15%  |
| Ergodyne Corporation           | 15%  |
| ERMALINDA M LESLIE             | 15%  |
| ESMET INC                      | 15%  |
|                                |      |

| E-Z Cuff Inc                   | 15% |
|--------------------------------|-----|
| FCGI                           | 15% |
| FECHHEIMER BROTHERS UNIFORM CO | 15% |
| FEDERAL SIGNAL CORP            | 15% |
| Feniex Industries, LLC         | 15% |
| FERNO WASHINGTON, INC.         | 15% |
| Finger Fashions-GFP            | 15% |
| FIRE DEX, LLC                  | 15% |
| FIRST SAMCO                    | 15% |
| First Tactical LLC             | 15% |
| Fisher Print LLC               | 15% |
| FISHER RESEARCH LAB, INC.      | 15% |
| FISHER SPACE PEN COMPANY       | 15% |
| FISKARS BRANDS INC             | 15% |
| FLAMBEAU PRODUCTS CORPORATION  | 15% |
| FLEXFIT LLC                    | 15% |
| Flight Suits Ltd               | 15% |
| Flitz International Ltd        | 15% |
| FORENSIC SOURCE/SAFARILAND LLC | 15% |
| Forever Young Enterprise       | 15% |
| FOX LABS INTERNATIONAL INC     | 15% |
| Fox Outdoor Products           | 15% |
| Fox River Mills Inc.           | 15% |
| FoxFury Lightning Solutions    | 15% |
| FRED SHAW-BLUMENTHAL           | 15% |
| Frogg Toggs                    | 15% |
| GA REL                         | 15% |
| GALCO INTERNATIONAL LTD        | 15% |
| GALLANT INDUSTRIES CO LTD      | 15% |
| GALLS INC                      | 15% |
| GALLS UNIQUE CONTRACT ITEMS    | 15% |
| Galls, LLC                     | 15% |
| GAMBER JOHNSON                 | 15% |
| GAME SPORTSWEAR                | 15% |
| GARMIN USA INC                 | 15% |
| Garmont Int'l N America Inc    | 15% |
| GARRETT ELECTRONICS INC        | 15% |
| GENN SHANG IND. CO LTD         | 15% |
| Gentex Corporation             | 15% |
| George Glove Company Inc       | 15% |
| GH Armor Systems               | 15% |
| GILDAN USA INC.                | 15% |
| Glendale Industries            | 15% |
| Glock Inc                      | 15% |
| GO RHINO PRODUCTS              | 15% |
| GOLIGHT, INC.                  | 15% |
| GOULD & GOODRICH LEATHER INC   | 15% |

| Granite Knitwear               | 15% |
|--------------------------------|-----|
| Graphic Results                | 15% |
| Grayhawk products              | 15% |
| GRIP-FLEX CORPORATION          | 15% |
| Grizzly Graphics NM            | 15% |
| Grunt Style LLC                | 15% |
| GT DISTRIBUTORS, INC.          | 15% |
| H & K Int'l CO., LTD.          | 15% |
| HAIX NORTH AMERICA INC.        | 15% |
| Hamburger Woolen Co Inc        | 15% |
| HAMMERHEAD INDUSTRIES          | 15% |
| HANDCUFF WAREHOUSE             | 15% |
| Hanes Brands, Inc.             | 15% |
| Hankin Brothers Cap Company    | 15% |
| Hat Trap Inc                   | 15% |
| HATCH/SAFARILAND LLC           | 15% |
| HEAD MOST                      | 15% |
| HELMET HOUSE INC               | 15% |
| HERO'S PRIDE                   | 15% |
| Hero's Pride - HG              | 15% |
| HEXARMOR                       | 15% |
| High Noon Industries           | 15% |
| High Speed Gear, Inc.          | 15% |
| HONEYWELL FIRST RESPONDER PROD | 15% |
| HONEYWELL SAFETY PRODUCTS      | 15% |
| HOOK-FAST SPECIALTIES          | 15% |
| Hope Uniform & Security        | 15% |
| HWI Gear Inc                   | 15% |
| l Spiewak                      | 15% |
| IMPLUS FOOTCARE, LLC           | 15% |
| IMPLUS FOOTCARE/LLC-FOR KIWI   | 15% |
| INTOXIMETERS INC               | 15% |
| IRON DUCK                      | 15% |
| IRONCLAD PERFORMANCE WEAR      | 15% |
| J.L. DARLING CORPORATION       | 15% |
| JEROME CUTTING/SNAP & WEAR     | 15% |
| Johnson Plastics               | 15% |
| Jox Sox                        | 15% |
| JS Leather Products            | 15% |
| Justin Boots                   | 15% |
| KA-BAR KNIVES INC              | 15% |
| Keen Inc                       | 15% |
| KERSHAW KNIVES                 | 15% |
| KESON INDUSTRIES               | 15% |
| Keystone Uniform Cap Corp      | 15% |
| KLEIN ELECTRONICS              | 15% |
| KLENCH CO                      | 15% |

| Kohaut & Company              | 15% |
|-------------------------------|-----|
| Kontoor Brands (Lee)          | 15% |
| Kontoor Brands (Wrangler)     | 15% |
| K-Power Industrial Co. LTD.   | 15% |
| KROLL INTERNATIONAL           | 15% |
| KUHL Clothing                 | 15% |
| KUSTOM SIGNALS INC            | 15% |
| L.R.I.                        | 15% |
| LACROSSE FOOTWEAR, INC.       | 15% |
| LAERDAL MEDICAL CORP          | 15% |
| Lakeview Trading, Inc         | 15% |
| Landau                        | 15% |
| Landway International Corp    | 15% |
| Lansky Sharpeners             | 15% |
| LAW ENFORCEMENT SUPPLY INC    | 15% |
| LC INDUSTRIES                 | 15% |
| Leader Mfg Co. Inc.           | 15% |
| LEAPERS, INC                  | 15% |
| Leather Luster Inc            | 15% |
| LEATHERHEAD TOOLS             | 15% |
| LEATHERMAN TOOL GROUP INC     | 15% |
| LEICA CAMERA INC              | 15% |
| LIARN YANN ENTERPRISE CO, LTD | 15% |
| LIBERTY UNIFORM MFG CO INC    | 15% |
| Lighthouse Uniform Co.        | 15% |
| Lightning X Products, Inc.    | 15% |
| LION APPAREL INC              | 15% |
| LOGO X PRESS                  | 15% |
| LOGO X PRESS LEX PO           | 15% |
| LONDON BRIDGE TRADING COMPANY | 15% |
| LONGWORTH INDUSTRIES          | 15% |
| LOWA BOOTS LLC                | 15% |
| Luggage USA Inc               | 15% |
| M L Kishigo Manufacturing Co  | 15% |
| M. J. SOFFE CO                | 15% |
| MACE SECURITY INTNL           | 15% |
| MACHO PRODUCTS                | 15% |
| Macs Worldwide, LLC           | 15% |
| MAG INSTRUMENT INC            | 15% |
| Magenav, Inc - Statgear       | 15% |
| MAGNUM MEDICAL, INC.          | 15% |
| MAGPUL INDUSTRIES CORP        | 15% |
| Majestic Glove                | 15% |
| Major Surplus & Survival      | 15% |
| MANZELLA PRODUCTIONS, INC.    | 15% |
| MAPTOOLS                      | 15% |
| Marketing Works               | 15% |

| Marlow White                   | 15% |
|--------------------------------|-----|
| Marmot Mountain, Inc.          | 15% |
| MAXPEDITION HARD-USE GEAR      | 15% |
| McRae Footwear                 | 15% |
| MECHANIX WEAR, INC.            | 15% |
| MEDIC FIRST AID INTERNATIONAL, | 15% |
| MERCURY LUGGAGE                | 15% |
| MICROTEK MEDICAL, INC.         | 15% |
| MIDWAY CAP COMPANY             | 15% |
| Mil-Spec Monkey                | 15% |
| Mission Critical Designs, LLC  | 15% |
| MOCEAN                         | 15% |
| Modern Stitch & Ink            | 15% |
| MoJack Distributors LLC        | 15% |
| MONADNOCK/SAFARILAND, LLC.     | 15% |
| MOORE MEDICAL                  | 15% |
| MSA - MINE SAFETY APPLIANCES C | 15% |
| Muscatello Uniforms            | 15% |
| MUSTANG SURVIVAL, INC.         | 15% |
| MUTUAL INDUSTRIES INC          | 15% |
| National Products Inc          | 15% |
| NEW BALANCE                    | 15% |
| New Bold Corporation           | 15% |
| NEWCAL, LLC                    | 15% |
| Nick's Shoe Repair & Custom    | 15% |
| NIKE                           | 15% |
| Nine Line Apparel, Inc.        | 15% |
| Ningbo Seahorse Electronics    | 15% |
| NITE IZE INC/RCP ENTERPRISES   | 15% |
| NOBLE MEDICAL INC              | 15% |
| NoIR Laser Company             | 15% |
| NOROTOS INC                    | 15% |
| NORTH AMERICAN RESCUE          | 15% |
| NORTH SAFETY PRODUCTS          | 15% |
| NRS                            | 15% |
| O Baltor & Sons                | 15% |
| Oakley                         | 15% |
| Occunomix International LLC    | 15% |
| ONGUARD INDUSTRIES, LLC        | 15% |
| OPEN AIR BRANDS, LLC           | 15% |
| Orchid Radio                   | 15% |
| Original Swat Footwear Co      | 15% |
| ORION SAFETY PRODUCTS          | 15% |
| Orpaz LLC                      | 15% |
| OTIS TECHNOLOGY, INC.          | 15% |
|                                |     |
| OTTO INTERNATIONAL, INC.       | 15% |

| OUTDOOR RESEARCH               | 15% |
|--------------------------------|-----|
| Pacific Headwear, Inc.         | 15% |
| Pannell Swim Shop Inc          | 15% |
| Parris Mfg Co                  | 15% |
| PAULSON MANUFACTURING CORP     | 15% |
| PEERLESS HANDCUFF COMPANY      | 15% |
| PELICAN PRODUCTS INC           | 15% |
| PepperBall                     | 15% |
| PERFECT FIT                    | 15% |
| PERFORMANCE SYSTEMS            | 15% |
| Petra Roc, Inc.                | 15% |
| PETZL AMERICA                  | 15% |
| PHILADELPHIA RAPID TRANSIT     | 15% |
| PHOENIX INT'L LTD              | 15% |
| Pickett Hosiery Mills, Inc.    | 15% |
| Pierside Promotions            | 15% |
| PIGEON MOUNTAIN INDUSTRIES INC | 15% |
| Pinnacle Textile               | 15% |
| Plano Molding Company          | 15% |
| PM Adirondack                  | 15% |
| Pocket Press, Inc.             | 15% |
| POINT BLANK ENTERPRISES        | 15% |
| Power Products Unlimited, Inc. | 15% |
| PowerTraveller International   | 15% |
| Premier Comm Corp dba Pryme Ra | 15% |
| PREMIER CROWN CORP             | 15% |
| Premier Emblem - HG            | 15% |
| PREMIER EMBLEMS                | 15% |
| PRESCO PRODUCTS CO             | 15% |
| Prestige Medical               | 15% |
| PRINCETON TEC                  | 15% |
| PRO FEET INC                   | 15% |
| PRO LOK                        | 15% |
| PRO-FEET/EXECUSOX              | 15% |
| PROFORCE EQUIPMENT             | 15% |
| PROMARKETING INC               | 15% |
| Propper International Sales    | 15% |
| Protech Armored Prod/Safarilan | 15% |
| PROTECTIVE INDUSTRIAL PRODUCTS | 15% |
| PS Products Inc.               | 15% |
| Pudala Uniforms                | 15% |
| Pyramex                        | 15% |
| Qalo                           | 15% |
| Qingdao Hellena Fashion Co.,Lt | 15% |
| Q-Series, LLC                  | 15% |
|                                |     |
| QUARTERMASTER                  | 15% |

# DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517

| E8-9558-04C348CAF517           | 15% |
|--------------------------------|-----|
| R5 - RIO9 RICHARDSON CAPS      | 15% |
| RADIANS, INC.                  | 15% |
| RAINE INC                      | 15% |
| Rapid Assault Tools            | 15% |
| REEVES CO., INC.               | 15% |
| Reflect-A-Life                 | 15% |
| REFLECTIVE APPAREL FACTORY, IN | 15% |
| REGAL ALUMINUM PRODUCTS INC    | 15% |
| Remington Arms Co (Bushmaster) | 15% |
| Renfro Corporation             | 15% |
| Resqme, Inc.                   | 15% |
| REVISION MILITARY LTD          | 15% |
| RICHARDSON CAPS                | 15% |
| RICOH COMPANY (FORMERLY PENTAX | 15% |
| RIDGE OUTDOORS USA INC         | 15% |
| RINGERS Technologies LLC       | 15% |
| RINGS MANUFACTURING            | 15% |
| RM Products                    | 15% |
| Roadside Safety Supply Inc     | 15% |
| ROCKWOOD CORPORATION           | 15% |
| Rocky Brands Wholesale, LLC.   | 159 |
| Ross Glove Co                  | 15% |
| ROTHCO                         | 15% |
| RSR Group                      | 15% |
| S & S Activewear               | 15% |
| S H RESOURCE CO, LTD.          | 15% |
| SAFARILAND, LLC.               | 15% |
| SAFETEC OF AMERICA INC         | 15% |
| Safety Flag Co                 | 15% |
| SAM MEDICAL PRODUCTS           | 15% |
| Samson Manufacturing Corp      | 15% |
| SAMUEL BROOME UNIFORM ACCESSOR | 15% |
| SANDPIPER OF CA                | 15% |
| Sanmar Corp.                   | 15% |
| SANTA CRUZ GUNLOCKS, LLC       | 15% |
| SAS SAFETY CORP                | 159 |
| SAUNDERS MFG CO., INC.         | 159 |
| Sayre Enterprises, Inc.        | 159 |
| SCHUMACHER ELECTRIC CORP       | 159 |
| Security 20/20 Inc.            | 15% |
| SECURITY EQUIPMENT CORPORATION | 15% |
| Seirus Innovation              | 159 |
| SELLMARK CORPORATION           | 159 |
| SETINA MFG CO INC              | 15% |
| Shadowfax Graphics             | 15% |
| SHELBY SPECIALTY GLOVE         | 15% |

#### DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517

| 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15% |
|--|
| 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15% |
| 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%        |
| 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%        |
| 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%               |
| 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%                      |
| 15%<br>15%<br>15%<br>15%<br>15%<br>15%<br>15%                      |
| 15%<br>15%<br>15%<br>15%<br>15%<br>15%                             |
| 15%<br>15%<br>15%<br>15%<br>15%                                    |
| 15%<br>15%<br>15%<br>15%   |
| 15%<br>15%<br>15%  |
| 15%<br>15%<br>15%  |
| 15%<br>15%   |
| 15%  |
|  |
| 15%  |
|  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
| 15%  |
|  |

|                                | 1   |
|--------------------------------|-----|
| ТАТЈАСКЕТ                      | 15% |
|                                | 15% |
| TEAMWALTERS                    | 15% |
| Ted Blocker Holsters           | 15% |
| Tedder Industries LLC          | 15% |
| TerraLux Inc                   | 15% |
| Texas Weapon Systems           | 15% |
| THE COLEMAN COMPANY, INC.      | 15% |
| THE KEYSTONE GROUP             | 15% |
| Thomas Printwroks/Visualogisti | 15% |
| THORLO, INC                    | 15% |
| Thyrm LLC                      | 15% |
| Tifosi Optics, Inc.            | 15% |
| Timber Rock Marketing LLC      | 15% |
| TIMBERLAND CO                  | 15% |
| TIMEX GROUP USA, INC.          | 15% |
| Tingley Rubber Corporation     | 15% |
| Todd A Moen Kreativ Launch LLC | 15% |
| Tommie Copper                  | 15% |
| Top Dawg Electronics           | 15% |
| TORFINO ENTERPRISES INC        | 15% |
| Training Center Pros Inc       | 15% |
| Transcend Information Inc      | 15% |
| TRANSPORTATION SAFETY APPAREL  | 15% |
| TRI FOXCO                      | 15% |
| TRIDENT SECURITY & HOLDINGS LL | 15% |
| Trijicon, Inc.                 | 15% |
| TRI-MOUNTAIN                   | 15% |
| TUFF PRODUCTS BRAND LLC        | 15% |
| TYR Tactical, LLC              | 15% |
| UBELT Co                       | 15% |
| UK INTERNATIONAL               | 15% |
| UNDER ARMOUR                   | 15% |
| UNIDEN CORPORATION OF AMERICA  | 15% |
| UNITED SHIELD INTERNATIONAL LL | 15% |
| UNITED UNIFORM MANUFACTURING   | 15% |
| UNITY MANUFACTURING CO         | 15% |
| UNIVERSAL OVERALL COMPANY      | 15% |
| US Armor Corporation           | 15% |
| US Footwear Holdings LLC       | 15% |
| US NIGHT VISION CORPORATION    | 15% |
| V H BLACKINTON CO. INC.        | 15% |
| VAN HEUSEN CORPORATION         | 15% |
| Vanguard Industries West       | 15% |
| Vanguard Military Equipment Co | 15% |
| Vertx                          | 15% |
| VF IMAGEWEAR INC (BULWARK)     | 15% |

| VF IMAGEWEAR INC (RED KAP)     | 15% |
|--------------------------------|-----|
| VF IMAGEWEAR INC (Workrite)    | 15% |
| VF IMAGEWEAR INC(HORACE SMALL) | 15% |
| VF Workwear/Dickies            | 15% |
| VH Blackinton                  | 15% |
| Viking Tactics, Inc.           | 15% |
| Viktos LLC                     | 15% |
| Vista Outdoor Sales, LLC       | 15% |
| VLC Distribution Company, Inc  | 15% |
| W. LBOUM HAT CO INC            | 15% |
| WARSON GROUP, INC.             | 159 |
| WARWICK MILLS INC              | 15% |
| WATERSHED LLC                  | 15% |
| Wawak                          | 159 |
| WEBSTER INNOVATIONS            | 159 |
| WEINBRENNER SHOE COMPANY, INC. | 159 |
| Wesol Distribution             | 15% |
| Western Shelter Systems        | 159 |
| Whelen Engineering Company Inc | 159 |
| Whistler Group Inc             | 159 |
| White Horse Research & Develop | 15% |
| WHITE KNIGHT ENGINEERED PROD., | 15% |
| White Swan-META                | 159 |
| Wilderness Solutions           | 159 |
| WILEY X, INC.                  | 159 |
| William Hollister Qwik Codes   | 159 |
| Wise Company, Inc.             | 159 |
| Wolf Peak International Inc    | 159 |
| WOLFMARK NECKWEAR CORP         | 159 |
| Wolfpack Gear Inc              | 159 |
| Wolverine World Wide (Harley)  | 159 |
| Wolverine World Wide (Merrell) | 159 |
| Wolverine World Wide, Inc.     | 159 |
| Wolverine Worldwide (Bates)    | 159 |
| Wrightsock                     | 159 |
| WSI Sports                     | 159 |
| YATES GEAR, INC                | 159 |
| YKK INC.                       | 159 |
| Youngstown Glove Company       | 159 |
| ZAK TOOL INC                   | 159 |
| Zan Headgear                   | 159 |
| ZARC INTERNATIONAL             | 159 |
| Zero9 Solutions LTD            | 159 |

#### AF517 Attachment 2 Service Area Designations

| RFP 2021-073 | Texas Service Area Designation or Identification   |                               |  |                             |
|--------------|--|-------------------------------|--|-----------------------------|
| Proposer     |  |                               |  |                             |
| Name:        | Galls, LLC   |                               |  |                             |
| Notes:       | Indicate in the appropriate bo   | ox whether you are            | e proposing to service th                  | e entire State of Texas     |
|              | Will service the entire State of   | Texas                         | Will not service the entire State of Texas |                             |
|              | VEO  |                               |  |                             |
|              | YES  |                               |  |                             |
|              | If you are not proposing to so   | ruica tha antira St           | ata of Toxas, dosignato o                  | n the form below the region |
|              | If you are not proposing to service the entire State of Texas, designate or that you are proposing to provide goods and/or services to. By designating the provide goods and/or services to be a service of the provide goods and the provide goods are provided by the provided goods are prov |                               | -  |                             |
|              | are certifying that you are willing and able to provide the proposed good  |                               |  |                             |
| Item         | Region   |                               | olitan Statistical Areas                   | Designated Service Area     |
| 1.           | North Central Texas  | 16 count                      | ies in the Dallas-Fort                     |                             |
|              |  |                               | etropolitan area                           |                             |
| 2.           | High Plains  | Amarillo                      |  |                             |
|              |  | Lubbock                       |  |                             |
| 3.           | Northwest  | Abilene<br>Wichita Falls      |  |                             |
|              |  |                               |  |                             |
| 4.           | Upper East   | Longview                      |  |                             |
|              |  |                               | a, TX-AR Metro Area                        |                             |
| -            |  | Tyler<br>Beaumont-Port Arthur |  |                             |
| 5.           | Southeast  | Beaumor                       | it-Port Arthur                             |                             |
| 6.           | Gulf Coast Houston-The Woodlan   |                               | The Woodlands-                             |                             |
| 0.           |  | Sugar Lar                     |  |                             |
| 7.           | Central Texas  | College Station-Bryan         |  |                             |
|              |  | Killeen-T                     |  |                             |
|              |  | Waco                          |  |                             |
| 8.           | Capital Texas  | Austin-Ro                     | ound Rock                                  |                             |
| 9.           | Alamo  | San Anto                      | nio-New Braunfels                          |                             |
| 5.           | , lano   | Victoria                      | nio new Bradmeis                           |                             |
| 10.          |  |                               | ille-Harlingen                             |                             |
| _0.          |  | Corpus C                      | _  |                             |
|              |  | Laredo                        |  |                             |
|              |  |                               | Edinburg-Mission                           |                             |
| 11.          | West Texas   | Midland                       |  |                             |
|              |  | Odessa<br>San Ange            |  |                             |
| 12.          | Upper Rio Grande   | San Ange                      | 210  |                             |
| 12.          |  | EI Paso                       | El Paso                                    |                             |

| RFP 2021-073    | Nationwide Service Area Designation or Identification Form  |                                 |   |                        |  |
|-----------------|---|---------------------------------|---|------------------------|--|
| Proposer        |   |                                 |   |                        |  |
| Name:<br>Notes: | Galls, LLC   Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) State   |                                 |   | all Fifty (50) States. |  |
|                 | Will service all Fif  |                                 | Will not service Fifty (50) States  |                        |  |
|                 | YES   |                                 |   |                        |  |
|                 |   |                                 |   |                        |  |
|                 |   |                                 | 50) States, then designate on the f<br>gnating a State or States, you are o |                        |  |
|                 | States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States. |                                 |   |                        |  |
|                 | If you are only pr  | onosing to service a specific r | egion metronolitan statistical are  | a (MSA) or city in a   |  |
|                 | If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.                   |                                 |   |                        |  |
| Item            | State Region/MSA/City   |                                 |   | Designated             |  |
|                 |   |                                 |   | as a<br>Service        |  |
|                 |   |                                 |   | Area                   |  |
| 1.              | Alabama   |                                 |   |                        |  |
| 2.              | Alaska  |                                 |   |                        |  |
| 3.              | Arizona   |                                 |   |                        |  |
| 4.              | Arkansas  |                                 |   |                        |  |
| 5.              | California  |                                 |   |                        |  |
| 6.              | Colorado  |                                 |   |                        |  |
| 7.              | Connecticut   |                                 |   |                        |  |
| 8.              | Delaware  |                                 |   |                        |  |
| 9.              | Florida   |                                 |   |                        |  |
| 10.             | Georgia   |                                 |   |                        |  |
| 11.             | Hawaii  |                                 |   |                        |  |
| 12.             | Idaho   |                                 |   |                        |  |
| 13.             | Illinois  |                                 |   |                        |  |
| 14.             | Indiana   |                                 |   |                        |  |
| 15.             | lowa  |                                 |   |                        |  |
| 16.             | Kansas  |                                 |   |                        |  |
| 17.             | Kentucky  |                                 |   |                        |  |
| 18.             | Louisiana   |                                 |   |                        |  |
| 19.             | Maine   |                                 |   |                        |  |
| 20.             | Maryland  |                                 |   |                        |  |
| 21.             | Massachusetts   |                                 |   |                        |  |

| 22. | Michigan       |  |
|-----|----------------|--|
| 23. | Minnesota      |  |
| 24. | Mississippi    |  |
| 25. | Missouri       |  |
| 26. | Montana        |  |
| 27. | Nebraska       |  |
| 28. | Nevada         |  |
| 29. | New Hampshire  |  |
| 30. | New Jersey     |  |
| 31. | New Mexico     |  |
| 32. | New York       |  |
| 33. | North Carolina |  |
| 34. | North Dakota   |  |
| 35. | Ohio           |  |
| 36. | Oregon         |  |
| 37. | Oklahoma       |  |
| 38. | Pennsylvania   |  |
| 39. | Rhode Island   |  |
| 40. | South Carolina |  |
| 41. | South Dakota   |  |
| 42. | Tennessee      |  |
| 43. | Texas          |  |
| 44. | Utah           |  |
| 45. | Vermont        |  |
| 46. | Virginia       |  |
| 47. | Washington     |  |
| 48. | West Virginia  |  |
| 49. | Wisconsin      |  |
| 50. | Wyoming        |  |

#### Attachment 3 Guarantees of the Contractor

**STOCKING, DISTRIBUTION & FULFILLMENT** Galls has a fully staffed Inventory Management Department ("IM") that is responsible for purchasing and managing our inventory. On average Galls holds approximately \$80M in on-hand inventory. Galls utilizes our very own G3 planning and forecasting system software which is fully automated. The system uses complex algorithms to compute current and future needs on finished goods inventory.

Galls' Inventory Planning reviews electronic data provided by the G3 system and then adds human logic as well as historical data from any previous contracts and customer input. Purchase Orders are then released for finished goods to our vendors. This process considers constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs, we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs. Galls Fill Rate is 90% for un-customized orders. Galls' distribution center (DC) is in Lexington, KY.

The DC is approx. 350,000 square feet, containing 40,000 active pick locations and 38,000 reserve locations. Current capacity is 82% in active and 84% in reserve. Galls has a fully automated warehouse management software tool and state of the art conveyor system for order fulfillment allowing us to ship an average of 2,700 orders daily or 700k orders annually. Also note, Galls has 2 additional distribution centers: one in Cerritos, California with 50,000 square feet and the other in Lenexa, Kansas with 30,000 square feet.

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

**ORDERING OPTIONS** Galls provides a full-service ordering process with purchasing options available for online, in person, over the phone, or through email. We want our customers to purchase whichever way is easiest for them. Each account has dedicated representatives 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. eQuip, our online ordering portal, will be setup with contract pricing exclusive to NCTCOG and participating members.

**DELIVERY RATE & EXPECTATIONS** The NCTCOG can purchase the items under this contract directly from the eQuip system. Galls will ship all orders via FedEx from our Lexington, KY distribution center. Additional shipping options may be available upon request. Galls will provide a tracking number with every shipment and will be emailed to the user within 1 hour of the order being placed. Additionally, tracking options will be made available on eQuip. We will make sure that all shipments require signature for delivery, and we will not deliver any orders to personal residences or off-site locations. Shipping will be included in the price of each item and not be priced as a separate line item.

**RETURN & RESTOCKING POLICY** Galls offers a "no hassle guarantee" on returned merchandise. This means if the NCTCOG and participating members are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment. 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 boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

**One-Year Returns** We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

**Refunds** Refunds are deposited back to your original payment method.

Shipping Refunds Original shipping charges are non-refundable unless the return is related to our error.

**Special Order or Embellished Items** Special order items or items that have been altered, decorated, engraved, customized, or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

**Electronic Items** Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

Clearance Items All clearance items are sold "as is" and cannot be returned.

**HAZMAT or ORM-D Items** Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service.

**WARRANTY** All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment. **Manufacturer Warranties -** Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.

**PAYMENT TERMS & INVOICING** Galls bills under Net 30 terms and accepts credit cards/ p-cards. There are no associated fees for the use of these payment methods. We will work with each individual customer to set up an accounting and invoicing system that will work with their needs. Our full service "in house" accounting and finance department and will work closely with customers to meet specific needs and make your billing process with Galls seamless. Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust. Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers. Non-customized invoices - the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

#### **CUSTOMIZED BILLING OPTIONS**

- Can have electronic signature capture of orders picked up at the branch/service centers
- Can have up to 3 customizable fields (15 characters) printed on invoice
- Can have contract descriptions printed after our item description
- Can have contract line numbers printed on invoice

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 Binners of customized involves (not picked up) have FedEx or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where "shopping for" feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror. "Invoice notes" entered on eQUIP websites will print on both Billtrust and customized invoices (50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry. Galls offers regular invoices which are customizable per account. Regular invoicing = 1 order with multiple shipments will = multiple invoices.

#### **FREQUENCY OPTIONS**

- Regular, non-customized invoices from Billtrust are held for 5 days or \$500 (whichever comes first) and then sent automatically.
- Customized invoices are manually generated by Galls team and are generally done bi-monthly or monthly depending on volume
- Statements are once a month •
- All can be sent per customer's choice of method to deliver •

SORTING CAPABILITIES Only the downloadable reports for customized invoices or Billtrust (noncustomized invoices) are sortable as they are in excel format. Invoices that are printed/faxed/emailed are in sales order # and then date completed.

#### **PAYMENT METHODS** Galls accepts ACH, checks and P-Card

MEASUREMENTS AND FITTINGS Galls will utilize our nationwide branch network and Branch Service Representatives to meet with participating members for sizing and fitting needs. Galls employees go through various trainings to ensure they are providing proper fit on uniforms, equipment and ballistic products.

**QUALITY CONTROL** Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Shipments go through multiple phases of auditing in our distribution center, from picking and embellishments, to packing and shipping. \*In the event that order issues may occur we can employ an individual inspection on a random selection of orders. Galls confirms that we take no exceptions to the statement of work or the requirements within the request for proposal. We have provided our best pricing solution and capabilities to service the needs of the NCTCOG and their participating members. We look forward to building a lasting partnership if selected for award.

ONLINE UNIFORM PROGRAM "EQUIP" eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip allows customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eQuip will notify customers of any backordered items in real time during order placement.

Galls will work closely with our manufacturers to obtain products quickly in order to maintain a stock of necessary uniforms and equipment. The efficiencies gained by utilizing the Galls on-line solution results in real dollar savings beyond evaluating products at a line-item basis. By utilizing the eQuip system you are eliminating a lot of the hidden costs with managing your uniform program such as managing multiple suppliers. 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 eQuip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power.

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 all sizes between 5 and 100,000 users. Galls is more than capable of servicing all of your employees on eQuip. eQuip capabilities include:

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

The Galls eQuip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eQuip system is a force multiplier for your agency that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to the NCTCOG and members. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to make sure it is catered to them. Please see the attached specification sheets that detail our eQuip program.

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

#### PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
  - C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR \$200.216 and \$200.471, or applicable regulations in Public Law 115-232 Section 889.

| SIGNATURE OF AUTHORIZED PERSON: | Darlohn      |
|---------------------------------|--------------|
| NAME OF AUTHORIZED PERSON:      | David Scheve |
| NAME OF COMPANY:                | Galls, LLC   |
| DATE:                           | 11/03/2021   |

-OR-

DocuSign Envelope ID: B1E996B7-347F-41E8-9558-04C348CAF517 §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

| SIGNATURE OF AUTHORIZED PERSON: |  |
|---------------------------------|--|
| NAME OF AUTHORIZED PERSON:      |  |
| NAME OF COMPANY:                |  |
| DATE:                           |  |