



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

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

**Galls, LLC. (“Contractor”)**  
**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.

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 "**Term**"), 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.

3.2.1

Termination for Cause. Either party may immediately terminate this Agreement if the 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](mailto: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.

**ARTICLE VII****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

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 or 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  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attn: Craigan Johnson  
(817) 695-9186  
[cjohnson@nctcog.org](mailto:cjohnson@nctcog.org)

If to Contractor:               Galls, LLC  
Attn: Legal Dept.  
1340 Russell Cave Rd.  
Lexington, KY 40505  
(859) 800 - 1400  
[Smeltzer-Amelia@galls.com](mailto: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,

even if it has been advised 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

requirement shall be extended for a period of time equal to the period of time such party was 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.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws 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.



**ARTICLE X****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**  
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation

(USDOT), the Federal Highway Administration (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.

**10.12 Disadvantaged Business Enterprise Program Requirements**

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 contracts. Failure by the 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

man unity (50) days delinquent 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.

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**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.

Should the contractor fail to abide by the 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.**

  
\_\_\_\_\_  
Signature

11/03/2021  
\_\_\_\_\_  
Date

David Scheve  
\_\_\_\_\_  
Printed Name

**North Central Texas Council of Governments**

  
\_\_\_\_\_  
Signature

11/3/2021  
\_\_\_\_\_  
Date

Michael Eastland  
Executive Director

**Attachment 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 percentage-discount 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:**

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

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%
EYE SAFETY SYSTEMS	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%
I 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 Cap	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%
QUIK-PIN LLC	15%

R5 - HE03 Qingdao Hellena	15%
R5 - RI09 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.	15%
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	15%
SAUNDERS MFG CO., INC.	15%
Sayre Enterprises, Inc.	15%
SCHUMACHER ELECTRIC CORP	15%
Security 20/20 Inc.	15%
SECURITY EQUIPMENT CORPORATION	15%
Seirus Innovation	15%
SELLMARK CORPORATION	15%
SETINA MFG CO INC	15%
Shadowfax Graphics	15%
SHELBY SPECIALTY GLOVE	15%



Shellback Tactical, LLC	15%
Shooting Depot LLC	15%
Silynx Communications, Inc.	15%
SIRCHIE FINGER PRINT LABORATOR	15%
Skechers USA Inc	15%
SKEDCO INC	15%
SMITH & WARREN CO	15%
Smith & Wesson Corp.	15%
Smith Sport Optics	15%
SMITHS MEDICAL ASD	15%
SOG SPECIALTY KNIVES	15%
SOMAR CORPORATION	15%
SOUND UNIFORM GROUP LLC	15%
SOUNDOFF SIGNAL	15%
Source Hydration USA LLC	15%
SOUTHEASTERN SHIRT CORP.	15%
Southwest Boot Co	15%
Spike Strip Mfg	15%
SPORT SUPPLY GROUP, INC.	15%
SPORTIF USA	15%
SPYDERCO, INC.	15%
SRI Monogramming &	15%
STA-Brite Products	15%
STACK-ON PRODUCTS CO.	15%
Staedtler Mars LTD	15%
Star Headlight & Lantern Co.	15%
STEARNS WEAR	15%
STECK MANUFACTURING COMPANY, I	15%
Steiner USA	15%
Stitch Designers	15%
STRATTON HATS, INC.	15%
Streamlight	15%
STRONG LEATHER INC	15%
Strong Suit Inc	15%
Summatech Solutions LLC	15%
SUPER SEER CORPORATION	15%
Superfeet Worldwide, Inc.	15%
Supply Room Inc	15%
SUREFIRE LLC	15%
Survival Armor	15%
Swiftwick LLC	15%
TACT SQUAD GROUP, INC.	15%
Tactical Medical Solutions LLC	15%
Tactical Tailor, Inc	15%
TALENT CREATION	15%
Tango Down, Inc.	15%
TASC Performance, Inc.	15%

TATJACKET	15%
TAYLOR'S LEATHERWEAR	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.	15%
WARWICK MILLS INC	15%
WATERSHED LLC	15%
Wawak	15%
WEBSTER INNOVATIONS	15%
WEINBRENNER SHOE COMPANY, INC.	15%
Wesol Distribution	15%
Western Shelter Systems	15%
Whelen Engineering Company Inc	15%
Whistler Group Inc	15%
White Horse Research & Develop	15%
WHITE KNIGHT ENGINEERED PROD.,	15%
White Swan-META	15%
Wilderness Solutions	15%
WILEY X, INC.	15%
William Hollister Qwik Codes	15%
Wise Company, Inc.	15%
Wolf Peak International Inc	15%
WOLFMARK NECKWEAR CORP	15%
Wolfpack Gear Inc	15%
Wolverine World Wide (Harley)	15%
Wolverine World Wide (Merrell)	15%
Wolverine World Wide, Inc.	15%
Wolverine Worldwide (Bates)	15%
Wrightsock	15%
WSI Sports	15%
YATES GEAR, INC	15%
YKK INC.	15%
Youngstown Glove Company	15%
ZAK TOOL INC	15%
Zan Headgear	15%
ZARC INTERNATIONAL	15%
Zero9 Solutions LTD	15%

**Attachment 2**  
**Service Area Designations**

RFP 2021-073	Texas Service Area Designation or Identification						
<b>Proposer Name:</b>	Galls, LLC						
<b>Notes:</b>	<p><b>Indicate in the appropriate box whether you are proposing to service the entire State of Texas</b></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Will service the entire State of Texas</td> <td style="width: 50%;">Will not service the entire State of Texas</td> </tr> <tr> <td style="text-align: center;">YES</td> <td></td> </tr> </table> <p><b>If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.</b></p>			Will service the entire State of Texas	Will not service the entire State of Texas	YES	
Will service the entire State of Texas	Will not service the entire State of Texas						
YES							
Item	Region	Metropolitan Statistical Areas	Designated Service Area				
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area					
2.	High Plains	Amarillo Lubbock					
3.	Northwest	Abilene Wichita Falls					
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler					
5.	Southeast	Beaumont-Port Arthur					
6.	Gulf Coast	Houston-The Woodlands-Sugar Land					
7.	Central Texas	College Station-Bryan Killeen-Temple Waco					
8.	Capital Texas	Austin-Round Rock					
9.	Alamo	San Antonio-New Braunfels Victoria					
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission					
11.	West Texas	Midland Odessa San Angelo					
12.	Upper Rio Grande	El Paso					

RFP 2021-073	Nationwide Service Area Designation or Identification Form		
<b>Proposer Name:</b>	Galls, LLC		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b>		
	Will service all Fifty (50) States		Will not service Fifty (50) States
	YES		
	<p><b>If you are not proposing to service to all Fifty (50) States, then designate on the form below the 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.</b></p> <p><b>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.</b></p>		
<b>Item</b>	<b>State</b>	<b>Region/MSA/City</b>	<b>Designated as a Service Area</b>
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.	Iowa		
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. eEquip, 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 eEquip 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 eEquip. 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



Billtrust or customized invoices (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 (non-customized 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”** eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip 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. eEquip 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 eEquip 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 eEquip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power.

Galls currently operates more than 15,000 eEquip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. Galls is more than capable of servicing all of your employees on eEquip. eEquip 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 eEquip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eEquip 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 eEquip 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:



NAME OF AUTHORIZED PERSON:

David Scheve

NAME OF COMPANY:

Galls, LLC

DATE:

11/03/2021

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot 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:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

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