MASTER AGREEMENT #051226
CATEGORY: Catalog Solutions for Public Safety, Rescue, and Emergency Management Equipment, Tool, and Supplies
SUPPLIER: Galls, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Road, Lexington, KY 40505(Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article I: General Terms

The General Terms in this Article I control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article II), and between Supplier and Participating Entity (Article III), respectively. These Article I General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

A. **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

B. **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

C. **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

D. **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

E. **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 9, 2030, unless it is cancelled or extended as defined in this Agreement.

   1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

F. **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in #051226("RFP") to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Catalog Solutions for Public Safety, Rescue, and Emergency Management Equipment, Tool, and Supplies, consisting of a comprehensive electronic catalog system for the purchase and delivery of equipment, tools, and supplies by Sourcewell and Sourcewell Participating Agencies related to, and in support of, the welfare and protection of the general public for categories including but not limited to:

      a. **Personal Protective Equipment (PPE), Duty Gear, and Wearables:** Protective apparel and wearable safety gear
      b. **Rescue, Extrication, and Technical Response Equipment:** Supply tools and systems for rescue, stabilization, and technical operations
      c. **Emergency Medical, Trauma, and Mass-Casualty Supplies:** EMS consumables and equipment plus trauma and MCI resources
      d. **Fire Suppression, Prevention, and Scene Support:** Provide firefighting and fire-prevention equipment and accessories for suppression, overhaul/ventilation, forcible entry, and incident scene operations.
      e. **Hazardous Materials, Chemical, Biological, Radiological, Nuclear, and high-yield Explosives (CBRNE), Decontamination, and Detection:** hazmat/CBRNE PPE, monitoring and detection instruments, spill control, and decontamination solutions for safe identification, containment, and cleanup.
      f. **Emergency Management, Preparedness, and Disaster Logistics:** Disaster response and continuity items

g. **Communications, Lighting, Power, and Interoperability Accessories:** Radio and communications accessories, along with portable lighting and power solutions
h. **Facility, Perimeter, and Incident Security:** Security and control solutions for incidents and facilities (including vehicles)-including barriers, access control, inspection tools, and corrections-appropriate-controlled-use items
i. **Training, Compliance Support, and Program Services:** Training aids and program services such as kitting, inspection, calibration, documentation support, warranties, and repair to sustain readiness and compliance.

The catalog must be designed to populate with the Sourcewell and Sourcewell Participating Entity pricing offered by Proposer. To the extent that Proposer has retail store locations, the system must be capable of providing Sourcewell and Sourcewell Participating Entity pricing for purchases at Proposer's retail store locations.

The primary focus of this solicitation is on the offering of a Public Safety, Rescue, and Emergency Management Equipment, Tool, and Supply Catalog Solutions, but alternate forms of transaction (e.g., PO and invoice transactions) are a permissible complementary service method.

2. The primary focus of this solicitation is on the offering of Catalog Solutions for Public Safety, Rescue, and Emergency Management Equipment, Tool, and Supplies, but a complementary offering of technology and services related to the respondent's offering of solutions described in Section B. 1. above, including hardware and software, training, professional development, accreditation, certification or credentialing, installation, maintenance or repair, support, and warranty programs is allowed. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services only to the extent that the services are complementary to the respondents catalog solution offering of the equipment, tools, or supplies being proposed. This solicitation should also NOT be construed to include firearms or ammunition.

H. **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

J. **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

L. **Open Market.** Supplier's open market pricing process is included within its Proposal.

M. **Supplier Representations:**

1. **Compliance**. Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

2. **Licenses**. As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

3. **Supplier Warrants**. Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

N. **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
   - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;

- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II:
Sourcewell and Supplier Obligations

The Terms in this Article II relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

A. **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

B. **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

C. **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

D. **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

E. **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

F. **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

G. **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

H. **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

I. **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

J. **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

K. **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

L. **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

M. **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

N. **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

O. **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

P. **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

Q. **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

R. **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

S. **Grant of License.**

   1. **During the term of this Agreement:**

      a. **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

b. **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

3. **Use; Quality Control.**

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

T. **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

U. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

V. **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during **the** performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

2. **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

3. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

4. **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

5. **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

W. **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' **written** notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

X. **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of **material** breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article III:
Supplier Obligations to Participating Entities

The Terms in this Article III relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article I General Terms control over any conflict with this Article III. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

B. **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

C. **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

D. **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

E. **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

F. **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

G. **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

H. **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar **document** extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 3141-3148).**
When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Suppliers must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Suppliers must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage

determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Suppliers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).
Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. **Rights To Inventions Made Under a Contract or Agreement.**
If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).**
Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____
Signature of Supplier's Authorized Official

____
Name and Title of Supplier's Authorized Official

____
Date

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

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

M. **Federal Seal(**s**), Logos, And Flags.**
The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **Federal Debt.**
The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **Conflicts Of Interest.**
The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. Executive Order 13224.**
The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. **Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences for Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).**

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

> “Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity."

W. **Additional FEMA Recommended Provisions:**

1. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

a. **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. **Prohibitions.**

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

Sourcewell	Galls, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Mike Fadden 0C4B71230FBF488...
By: ____________________	By: ____________________
Jeremy Schwartz	Mike Fadden
Title: Chief Procurement Officer	Title: CEO
Date: 7/28/2026 | 3:47 PM CDT	Date: 7/28/2026 | 1:37 PM PDT

RFP 051226 - Catalog Solutions for Public Safety, Rescue, and Emergency Management

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Vendor Details

Company Name:	Galls, LLC
Address:	1340 Russell Cave Road Lexington, KY 40505
Contact:	Justin Penman
Email:	penman-justin@galls.com
Phone:	859-963-7943
HST#:	20-3545989

Submission Details

Created On:	Thursday April 23, 2026 08:11:22
Submitted On:	Tuesday May 12, 2026 10:30:47
Submitted By:	Justin Penman
Email:	penman-justin@galls.com
Transaction #:	e62db6cf-abd9-4239-b213-eebb0d92e133
Submitter's IP Address:	10.13.1.11

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond "N/A" if the question does not apply to your organization and include an explanation why it does not apply.

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, DBA, and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer's corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	GALLS, LLC	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	FIRE ACQUISITION COMPANY, LLC DBA PHOENIX SAFETY OUTFITTERS; UNIFORM WORKS LIMITED	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 48849 | UEI: G7DPAK2M4HP1	*
5	Provide your NAICS code applicable to Solutions proposed.	315999 (Other Apparel Accessories and Other Apparel Manufacturing) and 453998 (All Other Miscellaneous Store Retailers, except Tobacco Stores), among others.	
6	Proposer Physical Address:	1340 Russell Cave Road, Lexington, KY 40505	*
7	Proposer website address (or addresses):	www.galls.com	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.	Mike Fadden, CEO | Galls, LLC | 1340 Russell Cave Road, Lexington, KY 40505 | 859-963-7943 | fadden-mike@galls.com	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Justin Penman | VP, Legal Operations & Risk | Galls, LLC | 1340 Russell Cave Road, Lexington, KY 40505 | 859-963-7943 | penman-justin@galls.com	*
10	Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Ryan Wilson | Director, Fire Sales | Galls, LLC | 1340 Russell Cave Road, Lexington, KY 40505 | 859-319-8034 | wilson-ryan@galls.com; Van Futrell | Fire PPE Specialist | 1340 Russell Cave Road | Lexington, KY 40505 | Phone: 859-800-1355 | Futrell-van@galls.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Galls, LLC is the nation's largest and most experienced public safety distributor, with over 58 years of continuous operation serving law enforcement, fire, EMS, corrections, federal government, and military customers. Headquartered in Lexington, Kentucky, Galls employs more than 1,700 people and generates over $700 million in annual sales. We serve more than one million individual users, 50,000 unique service clients, and 68% of all public safety agencies in the United States annually. Galls specializes in public safety uniforms, footwear, equipment, duty gear, and personal protective equipment, with full in-house capabilities for custom e-commerce, individual measurement and fitting, alterations, embroidery (including multi-color), tailoring, heat press, screen printing, and emblem application. Our primary distribution center in Lexington is 350,000 square feet with 40,000 active pick locations and 38,000 reserve locations, shipping approximately 4,000 orders per day (~1M/year). On average, Galls holds approximately $90 million in on-hand inventory. Galls maintains 1,600+ manufacturer relationships across all eight of the nine RFP categories. Owned by Charlesbank Capital Partners since 2018, Galls continues to invest in infrastructure, technology, and the personnel required to support large cooperative purchasing programs.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Galls is currently an awarded supplier under Sourcewell's Body Armor and Uniforms contract (#091924 / #011124), which has established the program structures, sales force training, and reporting infrastructure required to support a successful Sourcewell program. Upon award of this broader Catalog Solutions agreement, Galls anticipates: (1) significant growth in Sourcewell Participating Entity revenue across all nine offered categories, leveraging our existing relationships with the 68% of US public safety agencies we already serve; (2) expansion of contract awareness through our 165+ retail locations, national sales force, eQuip platform, and dedicated marketing; (3) deployment of our eQuip e-commerce platform at no cost to Participating Entities, with contract-priced catalogs pre-loaded; (4) quarterly business reviews with Sourcewell and annual program reviews per Master Agreement Article II §D; and (5) timely quarterly transaction reporting and Administrative Fee remittance within the 45-day window required by the Master Agreement.	*
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability.	Galls submits the following non-confidential indicators of financial strength: (1) Annual revenue range: $700M+; (2) Years in business: 58+ years of continuous operation since 1968; (3) Employee count: 1,700+ full-time employees; (4) Inventory on	*

	Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	hand: approximately $90 million daily inventory commitment; (5) Ownership: Charlesbank Capital Partners (since 2018), a leading middle-market private equity firm, providing financial stability and ongoing capital investment; (6) Distribution scale: 350,000 sq ft primary DC shipping ~1M orders/year; (7) GSA Contract #47QSWA21D008H - active federal contract demonstrating long-term financial qualification; (8) Existing Sourcewell Body Armor awardee under #091924 and #011124 - already qualified through Sourcewell's prior financial review process.	
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	Galls is the nation's largest distributor of public safety uniforms, equipment, and PPE, serving 68% of all US public safety agencies annually. Over the past three years, Galls has served more than 50,000 unique service clients across all 50 US states, the District of Columbia, and US Territories (Puerto Rico, Guam, US Virgin Islands). This includes large municipal fire departments (e.g., Phoenix AZ ~1,700 personnel; El Paso TX ~1,015; Lincoln NE ~500), state police agencies (e.g., Indiana State Police), county and municipal law enforcement, EMS providers, corrections facilities, federal agencies, and DoD/military procurement programs. Galls' annual sales of $700M+ across the public safety market provide a strong indicator of market presence across the categories proposed in this RFP.	*
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	Galls serves Canadian Sourcewell Participating Entities through, Uniform Works Limited, our wholly-owned Canadian subsidiary acquired September 9, 2025 and headquartered in Dartmouth, Nova Scotia. Uniform Works brings 20+ years of established relationships with Canadian law enforcement, EMS, fire, and transit agencies. Participating Entities will receive Canadian-domiciled fulfillment, CAD pricing aligned to the Sourcewell discount structure, GST/HST/PST/QST handling at the destination province, and access to the Galls eQuip platform (currently being deployed to the Canadian customer base).	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been	No. Galls, LLC has no ongoing or completed bankruptcy proceedings, nor has it been included as a possible Responsible Party in any bankruptcy proceeding within the past	*

	included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	seven (7) years. Galls will provide written notice to Sourcewell promptly if any such proceeding is initiated during the pendency of this RFP or any subsequent Master Agreement term.	
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No. Galls, LLC has no current or past debarments, suspensions, or exclusions, and has not been included as a possible Responsible Party in any such action within the past seven (7) years. Galls' active GSA Contract #47QSWA21D008H further confirms current eligibility to receive federal awards. Galls will provide written notice to Sourcewell promptly if a debarment or suspension is initiated during the pendency of this RFP or any subsequent Master Agreement term.	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Galls has been recognized with ten Best Dressed Public Safety Department® Awards from the National Association of Uniform Manufacturers and Distributors (NAUMD) over the past three years: three awards at the 2026 NAUMD Conference (Atlanta Police Department's FIFA World Cup high-visibility uniform program of ~1,800 sworn officers; Philadelphia Police Department's modernization to midnight-navy of nearly 2,000 officers; and Fairfax County Sheriff's Office); two awards at the 2025 NAUMD Convention (Henrico County Police Division and Lexington-Fayette Division of Community Corrections); and five awards at the 2024 NAUMD Convention (Miami-Dade Fire Rescue's ~2,800-personnel Emergency Services program; Virginia State Police; Orange County (FL) Sheriff's Office's ~2,700-member program; and two additional departments). These awards recognize Galls' partnerships with leading manufacturers including LION, Elbeco, Flying Cross, Fechheimer, Spiewak, 5.11, and Blauer to deliver tailored uniform programs at scale for major US public safety agencies.	*
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	Approximately 80%. Galls' primary business is in the public safety sector, with the majority of revenue derived from federal, state, municipal, and special-district government agencies (law enforcement, fire, EMS, corrections, military).	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	Approximately 5%. Galls serves K-12 and higher education customers primarily in campus security, athletic training, school resource officer, and emergency response/AED-trauma program supply roles.	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume	Galls holds the following state and cooperative purchasing agreements (sales volumes are three-year cumulative through most recent fiscal year): (1) BuyBoard (TX) ~$6M; (2) NYHire	*

	for each of these agreements over the past three (3) years.	(NY) ~$225K; (3) CoStars (PA) ~$100K; (4) STARS Alliance ~$500K; (5) TxShare (TX); (6) TxMAS (TX) ~$3.5M; (7) Sourcewell Body Armor #091924 & #011124 - current awardee. Galls is responsible for marketing and managing each of these agreements through our Sales and Contract Management teams.	
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	Galls holds GSA Contract #47QSWA21D008H, with three-year cumulative federal sales of approximately $6M. The contract remains active and in good standing. Galls does not currently hold a Canadian SOSA.	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
El Paso Fire Department (TX)	Kipp Hall, hallkr@elpasotexas.gov	915-491-1075.	*
Lincoln Nebraska Fire Department	Shawn Mahler, SMahler@lincoln.ne.gov	402-441-8360	*
Laredo Fire Department	Richard Cedillo Jr., rcedillo@ci.laredo.tx.us	956-718-6025	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer	Galls is best described as an authorized distributor/dealer/reseller for the manufacturers of the products proposed across all nine RFP categories. Galls maintains over 1,600 active manufacturer relationships, including (but not limited to) LION First Responder PPE, Streamlight, Nightstick, North American Rescue, Task Force Tips, HEN Nozzles, Snap Tite Hoses, Haix, Shelby, Bullard, Hexarmor, PGI, Ringers, Black Diamond, Elite First Aid, Dyna Med, My Medic, and MRET. Galls' dealer network is independent and is supported directly by Galls' national sales force, dedicated account teams, and 165+ Galls-operated retail branches. Galls will upload current authorized dealer letters from major in-scope manufacturers as supporting documentation with this proposal. Galls' dealer network is company-owned and operated, not independent franchisees.	

	or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?		
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	Galls' sales organization is structured to provide nationwide coverage to Sourcewell Participating Entities: (1) approximately 60 outside sales representatives deployed across all major US regions (East, Central, Mountain/West, Southwest, Pacific), with dedicated coverage of every state; (2) approximately 80 inside sales representatives based at Galls' Lexington, KY corporate headquarters supporting nationwide accounts; (3) approximately 10 Account Development Representatives (ADRs) supporting on-site service responsibilities in their assigned regions. Sales coverage is allocated approximately 80% to the government sector (federal/state/municipal/special districts) and 5% to the education sector, reflecting Galls' market mix. The remaining mix supports commercial public safety, private security, and retail walk-in customers. Most outside sales representatives perform combined sales and service functions for their assigned accounts, providing program continuity from initial sale through ongoing service and replacement cycles. Galls supplements outside sales coverage with our 165+ retail branch locations, many of which include trained fitting and tailoring personnel.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Galls is the primary Authorized Seller under this Master Agreement. Galls maintains 1,600+ direct manufacturer relationships and serves Participating Entities through three primary channels: (1) direct e-commerce ordering via Galls' proprietary eQuip platform (15,000+ active customer portals); (2) direct purchase order through assigned sales representatives or Galls Customer Service (844-GO-GALLS); and (3) walk-in or will-call pickup at any of Galls' 165+ retail branch locations nationwide. In addition, two wholly-owned Galls subsidiaries will serve as authorized dealers under an awarded agreement: Uniform Works Limited (operating as GALLS Canada, acquired September 9, 2025, headquartered in Dartmouth, Nova Scotia) for Canadian Participating Entities; and Phoenix Safety Outfitters, LLC (acquired August 11, 2025, headquartered in Springfield, Ohio, with a Saginaw, MI SCBA service center and a fleet of 11 mobile service vans serving seven states) for specialized fire PPE service, rental, cleaning, repair, and lifecycle support. Galls does not propose to serve Sourcewell Participating Entities through any independent third-party subcontractor or reseller network - all authorized dealers are wholly-owned Galls subsidiaries, providing a single responsibility source and simplified contract administration consistent with Sourcewell's stated preference (RFP §II.B).	*
27	Describe your service force, their locations (e.g., regions,	Galls' service capability is delivered through three integrated functions: (1) approximately 70 Customer Service Representatives	*

	territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	based at the Lexington, KY corporate HQ, handling order tracking, status inquiries, invoice questions, backorder updates, returns, and program-level support during published hours (M–F, 8:00 AM – 9:00 PM ET, 844-GO-GALLS / customercare@galls.com); (2) outside sales representatives (~60) who perform on-site service for their assigned accounts, including station sizing, fittings, gear inspections, and warranty claim initiation; and (3) Office of the Customer - a dedicated escalation team led by Chantelle Fugate, Director of Customer Excellence (fugate-chantelle@galls.com, 859-321-4966), with direct CEO escalation available at CEO@galls.com for any critical service failure. Service is allocated approximately 80% GOV / 5% EDU consistent with Galls' overall sales mix.	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Galls' ordering process is designed for flexibility, transparency, and accountability: (1) CONSULTATION - the assigned sales representative engages with the Participating Entity to identify needs, scope, and program parameters; product samples, sizing visits, and demos are provided at no charge as appropriate; (2) QUOTE - Galls prepares a written quote using contract pricing; (3) ORDER PLACEMENT - orders may be placed through (a) the eQuip e-commerce platform 24/7 with contract pricing pre-loaded, (b) direct PO to the assigned sales rep or Customer Service, (c) walk-in at any Galls retail branch, or (d) approved purchasing card (pCard); (4) ORDER ACKNOWLEDGMENT - orders are acknowledged within 24 hours through eQuip with real-time backorder visibility; (5) FULFILLMENT - orders are released to the Lexington DC or appropriate retail branch; embroidery, alterations, and customization are completed in-house; (6) SHIPMENT - orders ship FOB Destination on Galls account where contract pricing applies; the Participating Entity receives tracking via eQuip and email; (7) INVOICE - Net 30 invoices are issued upon shipment with PO referencing for AP processing.	*
29	Describe, in detail, the process and procedure of your customer service program. Include your response times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	Galls' customer service program is structured in three tiers: (1) FRONT-LINE SUPPORT - Galls Customer Service line (844-GO-GALLS / 844-464-2557), M–F 8:00 AM – 9:00 PM ET, with ~70 CSRs covering order tracking, invoice questions, backorder status, returns, and general program inquiries. Standard initial response within 1 business day. Email support: customercare@galls.com. (2) DEDICATED PROGRAM SUPPORT - each Sourcewell Participating Entity will be assigned a dedicated sales rep and an inside support contact for day-to-day program continuity; this team coordinates fittings, sizing, customization, replacement cycles, and warranty claims. (3) EXECUTIVE ESCALATION - any unresolved issue is escalated to Chantelle Fugate, Director of Customer Excellence (Office of the Customer), with direct CEO escalation available at CEO@galls.com for critical service failures. Galls conducts quarterly or annual program reviews with Participating Entities to assess service levels, replacement forecasts, product change notifications, and program improvement opportunities. Galls tracks vendor on-time delivery rates, defect rates, and warranty claim rates by manufacturer, escalating performance issues through Inventory Management.	*

30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Galls has the infrastructure to serve any Sourcewell Participating Entity in any US state, the District of Columbia, and US Territories. Capabilities include: (1) 350,000 sq ft primary distribution center in Lexington, KY with 40,000 active pick locations and 38,000 reserve locations, capable of shipping ~4,000 orders per day; (2) ~$90M in on-hand inventory daily for immediate fulfillment; (3) 165+ retail branch locations across the United States, many staffed with trained fitting and tailoring personnel; (4) Approximately 50 outside sales representatives providing direct coverage to all 50 states; (5) eQuip e-commerce platform deployed at no cost with contract pricing pre-loaded for every Participating Entity; (6) 1,600+ manufacturer relationships, ensuring product availability across all nine RFP categories; (7) Full in-house customization capability - embroidery, multi-color emblems, tailoring, heat press, screen printing, alteration, kitting, and individual measurement and fitting.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Galls services both Hawaii and Alaska today and serves customers in US Territories (Puerto Rico, Guam, US Virgin Islands). Galls maintains contracts and direct business relationships in both states. We do not currently have outside sales representatives based in Hawaii or Alaska but provide full coverage via inside sales support, dedicated account management, and direct shipment from the Lexington DC. Freight for HI/AK/Territories ships at standard rates with no surcharge; for orders that are dropshipped directly from a manufacturer to a Participating Entity, no freight is applied. Specific transit times and shipping rates are quoted per order based on weight, dimensions, and destination.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	Galls serves Canadian Sourcewell Participating Entities through Galls Canada (Uniform Works Limited), our wholly-owned Canadian subsidiary acquired September 9, 2025 and headquartered in Dartmouth, Nova Scotia. Galls Canada brings 20+ years of established relationships with Canadian law enforcement, EMS, fire, and transit agencies, led by Will Melnyk. Participating Entities receive Canadian-domiciled fulfillment, CAD pricing aligned to the Sourcewell discount structure, GST/HST/PST/QST handling at the destination province, and access to the Galls eQuip platform (currently being deployed to the Canadian customer base).	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None to provide.	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	Galls is able to service any eligible Sourcewell Participating Entity (federal, state/province, municipal, K-12 and higher education, tribal, nonprofit) across the nine offered categories. The following SKU-level restrictions apply due to manufacturer and regulatory controls: (1) ballistic/body armor and related restricted-tactical products will only be sold to verified public-safety end users (law enforcement, fire, EMS, military, corrections, qualifying security organizations); (2) certain corrections-control items (e.g., restraints, control batons) are limited to verified law enforcement and corrections agencies; (3) controlled chemical/biological detection equipment may require end-	*

		user verification. Standard catalog uniforms, equipment, and supplies are available to all Participating Entity types.	
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Galls will extend the terms of the awarded Master Agreement to all Sourcewell-eligible nonprofit Participating Entities consistent with Sourcewell's standard eligibility rules. Galls will require the Participating Entity to clearly indicate at the time of order that the Sourcewell contract is being accessed (per Master Agreement Article III §A), and Galls will verify eligibility through the Sourcewell Participating Entity account number.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Galls' marketing strategy for the Sourcewell Catalog Solutions agreement is built on three integrated channels deployed within the first 90 -120 days of award: (1) IN-STORE: Sourcewell branding, signage, and contract-eligibility messaging deployed at all 165+ Galls retail locations, with concentrated visibility at the three Minnesota stores and any Sourcewell-adjacent geographies. Retail staff trained on Sourcewell eligibility verification. (2) DIGITAL: potential creation of a dedicated Sourcewell landing page on www.galls.com, contract-specific email campaigns to Galls' existing 50,000-client database (segmented by GOV/EDU/nonprofit), targeted social media campaigns, and search-engine marketing aligned to Sourcewell keywords. (3) SALES FORCE: all ~60 outside sales reps and ~80 inside sales reps trained on Sourcewell program eligibility, contract pricing, and order routing within 30 days of award.	*
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Galls' marketing technology stack integrates: (1) galls.com - Galls' primary commerce site with 1M+ active customer accounts; (2) eQuip - 15,000+ deployed agency portals capturing rich procurement signal data (most-ordered SKUs, allotment utilization, replacement cycles) used to inform targeted promotional campaigns; (3) Galls' ERP/CRM stack - integrated systems providing customer segmentation by sector (GOV/EDU/non-profit), agency type (fire/LE/EMS/corrections), buying volume, and product category preference; (4) email marketing via segmented databases sending daily/weekly campaigns tailored by region, agency type, and product diameter/category; (5) social media presence on LinkedIn (B2B procurement-focused), Facebook (community/customer engagement), Instagram (product showcases), and YouTube (training and product demo videos); (6) SEO and SEM aligned to public safety procurement search terms. All campaign metadata, open rates, click-through rates, and conversion are tracked and continuously optimized.	*
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Galls views its own organization as the primary owner of contract marketing and promotion responsibilities. Sourcewell's role, as we understand it, is supplemental: (1) listing of awarded suppliers on the Sourcewell website and contract directory; (2) inclusion of Galls in Sourcewell publications, member newsletters, and category briefings; (3) introduction of Galls to Sourcewell Member Engagement and Account Manager teams who can refer Participating Entities to Galls when	*

		category-aligned inquiries arise; (4) presence at Sourcewell-sponsored conferences and member events where Galls can co-present or staff exhibits; and (5) inclusion of Galls in Sourcewell's RFP and member-procurement guidance documents. Galls recognizes that the primary lift to drive contract utilization falls on the awarded supplier, and we have planned and resourced our program accordingly.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Galls already operates a fully integrated Sourcewell program supporting our two current contracts - Public Safety Uniforms (#011124-GAL) and Body Armor (#091924-GAL). The same operating infrastructure extends to this Master Agreement on award: sales-rep training on Sourcewell eligibility and pricing; contract pricing pre-loaded into Galls' quoting tools with auto-eligibility prompts; monthly utilization dashboards reviewed by leadership; and quarterly program reviews with Sourcewell's Supplier Development team. Category-specific training for the Catalog Solutions scope is delivered within 30 days of award.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	Yes. Galls' Solutions are available through eQuip, Galls' proprietary, fully in-house e-commerce and program management platform. eQuip is deployed at 15,000+ unique agency portals nationwide, ranging from agencies with 5 employees to those with 100,000. The platform is fully integrated with Galls' ERP system and supports: secure username/password access, mobile responsiveness for any device, contract pricing pre-loaded into each agency-specific portal, allotment management (dollars, units, or points), customer-managed employee profiles, employee Shop-By-Location restrictions by rank or role, asset/inventory lifecycle tracking, alterations and embroidery management, Package Ordering for common bundles (e.g., New Hire Package), Shop Galls add-on for the full Galls catalog at negotiated discount, and Flexible On-Demand Reporting (Allotment, Order History, Itemized Sales, Backorder, Dropship, Awaiting Pickup, Unclaimed, Top Vendors, Fill Rate). eQuip is provided to every Galls customer at no setup, licensing, or subscription cost. EXAMPLE: The City of Example Fire Department (~1,700 personnel) uses eQuip for its $5M annual structural PPE program. Example Fire's eQuip site is pre-loaded with department-specific allotments, shop-by-station restrictions, and asset lifecycle tracking aligned to NFPA 1851 retirement thresholds, enabling station officers to manage uniform/PPE issuance, replacement, and budget forecasting directly from any mobile device.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery	Galls offers a range of training programs to Sourcewell Participating Entities, all available at no charge except where specifically noted: (1) eQuip ADMINISTRATOR TRAINING - onboarding and ongoing training for agency administrators on portal setup, employee management, allotment management, asset tracking, and on-demand reporting; delivered virtually or on-site. (2) PRODUCT FITTING & SIZING TRAINING - Galls sales staff are certified in sizing for body armor, structural PPE, duty footwear, and uniforms; Galls trains agency designees on self-sizing protocols where appropriate (e.g., for remote	*

	methods, and any costs that apply.	stations). (3) ON-SITE STATION/ACADEMY SIZING - Galls dispatches sales reps and manufacturer representatives (e.g., LION) to deliver in-person sizing for recruit academies, replacement cycles, and special-order programs. (4) PRODUCT EDUCATION - manufacturer-led product training sessions can be coordinated through Galls (NFPA standards, care/maintenance, use-cases). (5) NFPA 1851 CARE/INSPECTION GUIDANCE - for structural PPE, Galls provides annual lifecycle inspection guidance and retirement forecasting reports. (6) WARRANTY/CLAIMS TRAINING - orientation on warranty claim processes and turnaround expectations. Most training programs are delivered at no additional cost; if a cost is associated it will be reviewed and negotiated with the Agency at prior to launch.	
42	Describe any technological advances that your proposed Solutions offer.	Galls' primary technological advance is the eQuip e-commerce and asset management platform - described in detail at Line 40. Key technological capabilities specific to Sourcewell Participating Entities include: (1) eQuip ASSET MANAGEMENT MODULE - full lifecycle tracking of issued gear (PPE, uniforms, equipment) by individual member, including issuance date, serial/lot number, repair history, and projected end-of-life; enables NFPA 1851 retirement-threshold compliance and annual budget forecasting. (2) eQuip TASK MANAGEMENT - workflow tool for agency-initiated work requests with automated email updates. (3) MOBILE RESPONSIVENESS - orders, allotment checks, and reports accessible from any smartphone or tablet. (4) ERP INTEGRATION - eQuip is fully integrated with Galls' back-office ERP, so orders flow directly into the distribution center, perpetual inventory updates in real time, and production planning is automatically triggered. (5) FLEXIBLE ON-DEMAND REPORTING - 12+ pre-built report types exportable to Excel for agency administrators. (6) IN-HOUSE OWNERSHIP - Galls owns and operates eQuip entirely in-house with a dedicated IT team, controlling implementation timelines, customization, and security without third-party dependencies.	*
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	None to provide at at this time.	*
44	Describe any third-party issued, eco- labels, ratings, or certifications that your proposed solutions hold.	Galls' product catalog includes manufacturer products holding a variety of third-party certifications relevant to public safety procurement, including (but not limited to): NFPA certifications across PPE (NFPA 1970, 1971, 1977, 1981, 1851); NIJ ballistic certifications across body armor; ANSI Z87.1 eye protection; ANSI Z89.1 head protection; ANSI/ISEA high-visibility apparel; ISO 9001 certified manufacturing (e.g., LION First Responder PPE); UL certifications across electrical equipment and lighting; and OSHA-compliant fall protection certifications. Galls itself does not currently hold company-wide eco-label or sustainability certifications (e.g., B Corp, LEED facility). All product-level certifications are maintained be the manufacturers and are	*

		available upon request.	
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Galls' unique value to Sourcewell Participating Entities derives from five differentiators: (1) UNMATCHED CATALOG BREADTH AND DEPTH - 1,600+ manufacturer relationships across all nine RFP categories, $90M+ on-hand inventory, and 4,000 orders/day fulfillment capacity from a single 350,000 sq ft DC; (2) PROPRIETARY eQuip PLATFORM - 15,000+ deployed agency portals at no cost, with capabilities (asset lifecycle tracking, allotment management, integrated reporting) that competitors cannot match; (3) NATIONAL RETAIL FOOTPRINT - 165+ retail branches give Sourcewell Participating Entities walk-in, will-call, and emergency-pickup options that mail-order competitors cannot offer; (4) FULL IN-HOUSE CUSTOMIZATION - embroidery (multi-color), tailoring, heat press, screen printing, alterations, kitting, and emblem application performed entirely in-house, ensuring quality control and fast turnaround; (5) MARKET POSITION - serving 68% of all US public safety agencies annually with $640M+ in revenue and 58+ years of continuous operation makes Galls uniquely qualified to support the scale and diversity of the Sourcewell Participating Entity network.	*

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Galls' standard payment terms are Net 30 days from date of invoice. Galls accepts payment via check, ACH/wire transfer, and credit card / procurement card (pCard) with no surcharge. For Sourcewell Participating Entities, Galls will also consider terms specified in the Participating Entity's transaction documents where they differ from standard Net 30, subject to approval.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Galls accepts the following payment methods: (1) Check (mailed to Galls, LLC, P.O. Box 719054, Chicago, IL 60677-9278); (2) ACH/wire transfer (banking details provided on invoice); (3) Credit card / procurement card (pCard) - Visa, MasterCard, American Express, Discover. CURRENTLY, GALLS DOES NOT CHARGE FEES OR SURCHARGES FOR pCARD PAYMENTS and does not limit the dollar amount or product category eligible for pCard payment. This is a meaningful differentiator for Sourcewell Participating Entities whose procurement programs rely on pCard processing.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Galls does not currently offer leasing, financing, or as-a-service options for the equipment, products, or supplies offered under this Master Agreement. Galls' standard payment terms (Net 30) and pCard acceptance provide flexibility for Participating Entities. If a Participating Entity requires financing for a large procurement, Galls will consider working with the Entity's preferred financing partner on a case-by-case basis.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Galls does not require any standalone standard transaction documents in addition to the Sourcewell Master Agreement and the Participating Entity's purchase order. Galls will accept any Participating Entity-issued participating addendum, purchase order, terms-and-conditions document, or service level agreement consistent with the Master Agreement. For agencies that wish to use Galls' eQuip platform, an eQuip Terms of Use will be acknowledged at portal activation; the eQuip TOU does not modify the Master Agreement and is intended only to govern platform access	*
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master	Galls proposes a Percentage Discount from Catalog pricing model under RFP §III.A.1.B for this Master Agreement. Sourcewell Participating Entities will receive a flat 15% discount off the published MSRP/list price of every item in the attached Galls Sourcewell catalog across each category, with exception to category 9. Category 9 Training is priced with a discount range of 5% - 15%. (1) The complete Galls Sourcewell catalog is attached to this proposal as supporting documentation; it identifies every available item, MSRP/list price, and the resulting Sourcewell Master Agreement price. (2) Volume tiers and any additional	*

	Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	rebates are described in Line 59. (3) All Sourcewell pricing is not-to-exceed; Galls may offer additional discounts above the contract minimum at our discretion (e.g., for spot-buys, bid responses, or large procurement events). (4) Galls' Administrative Fee payable to Sourcewell (Line 67) is included in the proposed pricing - no surcharge to Participating Entities. (5) Pricing in USD and (if Canadian sales develop) CAD. The Sourcewell Price and Product Change Request Form will be used post-award for any pricing or product additions/deletions.	
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	Galls offers the following volume discount structure in addition to the base Sourcewell catalog discount, applied per transaction or aggregated per Participating Entity per calendar quarter at Galls' discretion: (1) 2% additional discount: $25,000 – $49,999; (2) 4% additional discount: $50,000 – $99,999; (3) 6% additional discount: $100,000 or more. Galls does not currently offer a separate rebate program but will consider negotiated rebate or year-end-bonus arrangements with Participating Entities whose annual spend exceeds $500,000.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	For non-contracted (open-market) products or services requested by a Participating Entity that fall outside the awarded Sourcewell catalog scope but for which Galls has manufacturer access, Galls will provide a per-transaction quote referencing: (1) Galls' cost from the manufacturer; (2) a reasonable markup consistent with Galls' standard commercial margins for similar products; (3) any applicable freight; and (4) the Sourcewell Administrative Fee allocation if the Participating Entity intends to use the Sourcewell agreement to facilitate the purchase. Galls' eQuip 'Shop Galls' feature also allows Participating Entities to add the entire Galls.com catalog (beyond contract-specific SKUs) to their portal at a negotiated percentage discount off retail.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	Galls' Sourcewell catalog pricing reflects the item-level Master Agreement Price (15% off MSRP) and does NOT include shipping or freight. Shipping is charged per order based on weight, dimensions, and destination - see Lines 62–63 for the freight program. The following are also NOT included in catalog pricing and are charged separately when applicable: custom embroidery or garment alterations; special-order alterations beyond standard sizing; expedited/rush shipping selected by the Participating Entity; tax (where applicable and not exempted); any installation, calibration, or commissioning specifically requested for a particular product line (priced per project). INCLUDED at no additional cost: sizing visits and station-fitting services, individual measurement, pre-delivery and initial inspection, standard customer service support, eQuip platform setup and ongoing use, warranty claim coordination, training of agency administrators on eQuip, and standard 24-hour order acknowledgment. Specific	*

		separate charges are quoted in advance of order acceptance.	
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Galls' freight policy for the contiguous United States: (1) STANDARD GROUND FREIGHT — calculated per order based on weight, dimensions, and destination ZIP code; Galls uses FedEx and UPS Ground as primary carriers, with LTL freight for orders exceeding parcel-shipping thresholds. Freight is quoted at the time of order and invoiced separately from catalog item pricing. (2) RETAIL-STORE PICKUP - Participating Entities may elect will-call pickup at any Galls retail location at no shipping charge. (3) DROPSHIP - for items dropshipped directly from a manufacturer to the Participating Entity (typical for large equipment), freight is either included in the SKU price or quoted separately by the manufacturer. (4) RUSH/EXPEDITED - overnight or expedited shipping at the Participating Entity's election quoted at carrier rates plus handling.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Galls ships to AK, HI, Puerto Rico, Guam, and US Virgin Islands at standard carrier rates calculated per shipment by weight, dimensions, and destination. Dropshipped items incur no Galls freight charge; freight is either included in the SKU price or quoted separately by the manufacturer. CANADA: Galls serves Canadian Sourcewell Participating Entities through Galls Canada (Uniform Works Limited), our wholly-owned Canadian subsidiary. Canadian shipping originates from Galls Canada's Dartmouth, Nova Scotia operations, eliminating cross-border freight, brokerage, and customs charges that would otherwise apply to direct US-to-Canada shipments. Freight is calculated per shipment based on weight, dimensions, and destination province at Galls Canada's standard Canadian shipping rates. Canadian sales tax (GST, HST, PST, QST) is calculated and remitted at the destination-province level by Galls Canada.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	Galls offers several distribution and delivery methods to suit Participating Entity operational needs: (1) SHIP-COMPLETE - orders held until all items are in-stock and shipped together (default for kitted programs); (2) SHIP-AS-AVAILABLE - items shipped individually as they become available, with consolidated invoicing (default for time-sensitive orders); (3) CONSOLIDATED SHIPPING - multiple orders from a Participating Entity grouped into a single shipment to reduce freight cost; (4) DROPSHIP - items shipped directly from a manufacturer to the Participating Entity; (5) WILL-CALL/RETAIL PICKUP - pickup at any of Galls' 165+ retail branches	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	Galls' self-audit program includes the following processes to verify Sourcewell pricing compliance and Master Agreement adherence: (1) PRICING LOCKDOWN - upon Master Agreement award, Galls' Contract Management team will create a 'Sourcewell Formal Pricelist' in Galls' ERP system, marked as 'formal' so that pricing can only be modified by the designated Formal Pricing Team upon proper change-control authorization. Sales representatives cannot alter Sourcewell pricing at the quote/order level. (2) eQuip PORTAL PRELOADING - all eligible Participating Entity eQuip portals are pre-loaded with the formal Sourcewell	*

		pricelist; eQuip ordering enforces contract pricing automatically at checkout.	
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Galls will track the following internal metrics to measure Sourcewell Master Agreement success: (1) TOTAL REVENUE (monthly, quarterly, annually) - sales tied to Sourcewell Participating Entity transactions; (2) YEAR-OVER-YEAR GROWTH RATE; (3) ACTIVE PARTICIPATING ENTITY COUNT - number of unique Sourcewell Participating Entities transacting per period; (4) AVERAGE ORDER VALUE; (5) ORDER FREQUENCY per Participating Entity.	*
67	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	1.5% administrative fee quarterly	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Galls' Sourcewell pricing is structured as a Percentage Discount from published MSRP/list pricing (see Line 58), applied uniformly to all Sourcewell Participating Entities. This pricing model provides Participating Entities with deeper-than-market discounts across the entire Galls catalog while preserving sustainable margins for ongoing investment in service, technology (eQuip), inventory, and retail infrastructure. Galls' pricing is not-to-exceed; the contract minimum discount is guaranteed, and Galls may offer additional discounts above the minimum at our discretion for specific procurement events, spot-buys, or large transactions. Galls' Administrative Fee is included in the proposed pricing.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table

7A and 7B)

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

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	PPE, Duty Gear, and Wearables	(●) Yes ( ) No	Galls offers a comprehensive PPE, Duty Gear, and Wearables portfolio sourced from leading manufacturers including LION, Shelby, Haix, Black Diamond, PGI, and Bullard - covering structural firefighting PPE, duty footwear, gloves, tactical wearables, and head protection. Galls maintains long-standing authorized dealer relationships with each of these manufacturers.	*
70	Rescue, Extrication, and Technical Response Equipment	(●) Yes ( ) No	Galls offers Rescue, Extrication, and Technical Response Equipment from LION, Ringers, HexArmor, and Shelby - including technical rescue PPE, cut-resistant rescue gloves, and harness and rope rescue equipment from manufacturers whose products meet recognized public safety standards.	*
71	Emergency Medical, Trauma, and Mass-Casualty Supplies	(●) Yes ( ) No	Galls offers Emergency Medical, Trauma, and Mass-Casualty Supplies from North American Rescue, Elite First Aid, Rothco, Dyna Med, My Medic, and MRET - including individual first aid kits, tourniquets, trauma kits, and mass-casualty incident supplies for emergency medical responders.	*
72	Fire Suppression, Prevention, and Scene Support	(●) Yes ( ) No	Galls offers Fire Suppression, Prevention, and Scene Support from HEN Nozzles, Snap-Tite Hoses, and Task Force Tips - three of the most respected names in fire suppression equipment, covering nozzles, hose, hose appliances, and ground/elevated monitor solutions.	*
73	Hazardous Materials, CBRNE, Decontamination, and Detection	(●) Yes ( ) No	Galls offers Hazardous Materials, CBRNE, Decontamination, and Detection PPE through our LION partnership, including chemical-protective ensembles and HazMat-specific PPE from a leading public safety PPE manufacturer.	
74	Emergency Management, Preparedness, and Disaster Logistics	( ) Yes (●) No	Galls is not offering the Emergency Management, Preparedness, and Disaster Logistics category under this Master Agreement.	
75	Communications, Lighting, Power, and Interoperability Accessories	(●) Yes ( ) No	Galls offers Communications, Lighting, Power, and Interoperability Accessories from Nightstick and Streamlight - including tactical flashlights, scene lighting, weapon lights, and portable illumination solutions trusted by public safety agencies nationwide. All proposed SKUs are Section 889 / 2 C.F.R. §200.216 compliant.	
76	Facility, Perimeter, and Incident Security	(●) Yes ( ) No	Galls offers Facility, Perimeter, and Incident Security solutions including Galls-branded barrier tape for scene control, crowd management, and incident perimeter establishment.	
77	Training, Compliance Support, and Program Services	(●) Yes ( ) No	Galls offers Training, Compliance Support, and Program Services through LION training products - purpose-built training-grade PPE and program materials supporting agency training	*

			programs and recruit academies. Per RFP §II.B.2, these services are offered as a complement to Galls' Category a–h equipment, not as a standalone service-only solution.	

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
78	Describe in detail warranties and extended warranties offered and how they will be administered, including any repair services provided under warranty. Include whether coverage applies to all products, parts, labor, technician travel, and geographic locations.	Galls passes through manufacturer warranties in full across all offered categories, with terms varying by manufacturer (typically 1–5 years; e.g., LION offers a 5-year express warranty on helmet shells, impact caps, and suspension systems). Galls coordinates all warranty claims directly with the manufacturer on behalf of the Participating Entity. Claim process: the Participating Entity contacts the assigned sales rep or Customer Service (844-GO-GALLS); Galls issues a Return Authorization within 2 business days; the defective item is returned to the manufacturer for repair or replacement at the manufacturer's option, with a target turnaround of 10–15 business days. For safety-critical items (e.g., damaged structural PPE), emergency replacement gear is available within 48 hours. Galls performs in-house repair and alteration where appropriate (e.g., turnout gear cleaning, uniform alteration). Coverage is uniform across all US states and Territories; Canadian coverage is administered through Galls Canada.	*
79	Demonstrate your ability and experience in providing solutions to Military agencies.	Galls has substantial experience serving US military agencies and DoD entities. Galls is an active GSA Contract Holder (Contract #47QSWA21D008H) under the Federal Supply Schedule, with three-year cumulative federal sales of ~$6M. Galls' historical military customers include all branches of the US Armed Forces (Army, Navy, Air Force, Marine Corps, Space Force, Coast Guard), the National Guard and Reserve units, DoD installations across the continental United States, and DoD-affiliated military police, fire, and emergency response organizations.	*
80	Describe your capabilities or limitations to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.).	Galls accepts orders of any size under this Master Agreement with no contractual minimum. Standard stock items typically ship within 1–5 business days of order acknowledgment; lead times for PPE, uniforms, custom, and special-order items vary by manufacturer and configuration and will be confirmed at time of quote. Galls supports order consolidation, expedited and rush shipping, custom/make-to-order items, and emergency replacement gear - specific terms, lead times, surcharges, and shipping arrangements for these select items are negotiated and confirmed at the time of quote based on the Participating Entity's requirements and the applicable manufacturer's terms.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 81. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) **via redline in the Master Agreement Template provided** in the "Bid Documents" section. Proposer must upload the redlined Master Agreement Template, in **Microsoft Word format** in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Response *
	No

Table 9: Pricing Sample ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#	Certification	Lowest % discount off MSRP	Highest % discount off MSRP	Volume Discount %	Comment	
82	PPE, Duty Gear, and Wearables			Volume Discount: per Line 59	Pricing model is 15% off MSRP/List	*
83	Rescue, Extrication, and Technical Response Equipment			Volume Discount: per Line 59	Pricing model is 15% off MSRP/List	*
84	Emergency Medical, Trauma, and Mass-Casualty Supplies			Volume Discount: per Line 59	Pricing model is 15% off MSRP/List	*
85	Fire Suppression, Prevention, and Scene Support			Volume Discount: per Line 59	Pricing model is 15% off MSRP/List	*
86	Hazardous Materials, CBRNE, Decontamination, and Detection			Volume Discount: per Line 59	Pricing model is 15% off MSRP/List	*
87	Emergency Management, Preparedness, and Disaster Logistics			N/A	N/A	*
88	Communications, Lighting, Power, and Interoperability Accessories			Volume Discount: per Line 59	Pricing model is 15% off MSRP/List	*
89	Facility, Perimeter, and Incident Security			Volume Discount: per Line 59	Pricing model is 15% off MSRP/List	*
90	Training, Compliance Support, and Program Services			Volume Discount: per Line 59	Pricing model is 5 - 15% off MSRP/List	*

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell RFP051226 - Catalog Offering_External_05.2026.xlsb - Tuesday May 12, 2026 07:08:25
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - Dealer Letters.pdf - Tuesday May 12, 2026 06:44:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Catalog_Solutions_Public_Safety_RFP_051226 Wed April 15 2026 03:42 PM	☑	2
Addendum_6_Catalog_Solutions_Public_Safety_RFP_051226 Tue April 14 2026 03:45 PM	☑	1
Addendum_5_Catalog_Solutions_Public_Safety_RFP_051226 Mon April 13 2026 03:49 PM	☑	2
Addendum_4_Catalog_Solutions_Public_Safety_RFP_051226 Thu April 9 2026 03:51 PM	☑	1
Addendum_3_Catalog_Solutions_Public_Safety_RFP_051226 Mon April 6 2026 03:48 PM	☑	2
Addendum_2_Catalog_Solutions_Public_Safety_RFP_051226 Wed March 25 2026 04:01 PM	☑	1
Addendum_1_Catalog_Solutions_Public_Safety_RFP_051226 Tue March 24 2026 04:03 PM	☑	1