

**ALYSON A. EBERTING**  
Attorney  
City of Knoxville

**Document No. C-14-0133**

**AGREEMENT**

**THIS AGREEMENT** is made by and between the **CITY OF KNOXVILLE**, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter “the City”), and **GALLS, LLC**, 1340 Russell Cave Road, Lexington, KY 40505-3114 (hereinafter “GALLS”).

**WITNESSETH:**

**WHEREAS**, the City, by and through the City’s Purchasing Office, extended a Request for Proposals from all interested companies for the provision of on-line purchasing of approved uniform items for employees of the Knoxville Fire Department and Knoxville Area Transit; and

**WHEREAS**, the City has determined that a web-based, online catalog for placing orders will provide a more efficient and effective method for employees to order and receive these necessary uniform items; and

**WHEREAS**, a selection committee comprised of representatives from the Knoxville Fire Department, Knoxville Area Transit, and Purchasing reviewed the proposals submitted from four companies and interviewed representatives from each company; and

**WHEREAS**, it has been determined by the selection committee that Galls’ proposal is most responsive and best conforms to the specifications and needs of the City.

**NOW, THEREFORE**, the City and Galls, for the mutual considerations and promises stated herein, agree as follows:

**ARTICLE 1.  
BASIC AGREEMENTS**

1.1 CONTRACT DOCUMENTS. The executed Contract Documents will consist of the following:

- (A) This Agreement;
- (B) City's Request for Proposals dated September 9, 2013, a copy of which is on file in the City's Purchasing Office (Exhibit A);
- (C) Addendum No. I dated September 23, 2013, a copy of which is on file in the City's Purchasing Office (Exhibit B);
- (D) Addendum No. II dated September 23, 2013, a copy of which is on file in the City's Purchasing Office (Exhibit C);
- (E) Galls' Proposal, Responses and Price Sheet dated September 26, 2013 and October 29, 2013, a copy of which is on file in the City's Purchasing Office (Exhibit D).

All contract documents are incorporated herein by reference and made a part of this Agreement as if they were fully set out verbatim. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Galls shall control.

1.2 SCOPE OF SERVICES. Galls is an equipment and apparel provider with the ability to accept orders for uniforms via an online ordering platform. Pursuant to the provisions of this Agreement and the Contract Documents, Galls shall furnish all technical assistance personnel, labor, materials, and services to accept orders for specified uniform equipment and apparel to City of Knoxville Fire Department and Knoxville Area Transit employees via a web-based, online catalog of uniform and deliver said orders in accordance with the Contract Documents.

Before employees of the City or Knoxville Area Transit may purchase items from Galls, representatives of the Fire Department and Knoxville Area Transit will meet with Galls to designate the specific apparel items employees are authorized to purchase with their uniform allotment. Fire Department and Knoxville Area Transit representatives will provide Galls with employee lists including the employee's rank, position, and allotment amount.

Upon receipt of this information, Galls agrees to develop online website platforms for both the Fire Department and Knoxville Area Transit which will limit an employee's view of items on Galls' website to only those uniform items which may be purchased using their allotment (those items which are applicable to the employee's position and rank, and to the employee's confirmed size (or range of sizes)).

To ensure proper fit of uniform items, Gall's representative agrees to measure each Fire Department and Knoxville Area Transit employee on-site at the beginning of the contract term. After this initial fitting, modifications to an employee's size (or range of sizes) may only occur by a Designated Departmental Administrator of the Fire Department

and/or Knoxville Area Transit. Gall agrees that it will develop its online platform to enable each Departmental Administrator to add or remove an employee from the list, modify an employee's allotment amount, change an employee's size/rank status, and change the employee's authorized size(s) throughout the term of this Agreement.

Once the online websites have been developed, and employees are able to purchase items using their designated allotment, the parties agree that the City and Knoxville Area Transit are only responsible for legitimate purchases not exceeding the employee's designated allotment amount. Any other charges for uniform items must be charged to the employee on their own credit account.

Galls agrees to perform all the services in this Agreement in a satisfactory manner and in strict accordance with Exhibits A through D, including all addenda thereto.

1.3 TERM. The initial term of this Agreement will begin on the Effective Date; and, unless earlier terminated as provided in this Agreement, will continue for a period of one (1) year. The initial term of this Agreement may be extended for two (2) additional one (1) year periods, under the same provisions, with the written approval of the City and Galls. However, under no circumstances will the term of this Agreement exceed three (3) years.

1.4 TERMINATION. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to Galls. If the City terminates this Agreement, and such termination is not a result of a default by Galls, Galls shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to Galls: (a) the amount due to Galls for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which Galls would have been entitled to receive if this Agreement had not been terminated; and (b) the direct out-of-pocket costs incurred by Galls for discontinuation of the Services following receipt of the notice of termination, not to exceed the amount reasonably and actually required to discontinue the Services.

The City may, by written notice of default to Galls, terminate the whole or any part of this Agreement if Galls fails to make delivery of the supplies or to perform the Services within the time specified herein or any extension thereof; or if Galls fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

1.5 CONSIDERATION. The City agrees to pay Galls the amounts specified in Exhibit D for the uniform items purchased by employees of the Knoxville Fire Department and Knoxville Area Transit, so long as those purchases do not exceed each individual's allotment amount and the purchases are for items specified on the website as applicable to the employee's position and rank. Galls shall submit invoices to the City in a form approved by the City, shall indicate the employee who purchased the item, and the date the employee purchased the item. The City will pay all undisputed invoices within thirty (30) days of receipt. At no time will the total consideration paid to Galls under this Agreement exceed ONE HUNDRED EIGHTY EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/DOLLARS (\$188,625.00).

1.6 SPECIAL CONDITIONS.

A. Change Orders. If either party desires to change the scope or nature of a task covered by this Agreement, the change shall be documented through a written request for a change order ("Change Order"). Within a reasonable period of time after such a Change Order is presented, Galls shall inform the City of the resulting changes in price expected by Galls. Galls agrees to act in a commercially reasonable manner with regard to price, budget and schedule terms it requires for any proposed change. The Change Order shall not be effective unless in writing and signed by both parties. Any material increase in cost (\$20,000 in the aggregate or greater) and any material change in scope, or any significant elimination or deferral of functionality of this Agreement shall require the approval of the City of Knoxville Purchasing Department, and may require the approval of City Council.

B. Additional Services. The City may, by written request for quotation, submit to Galls a request for services to additional Departments within the City. With regard to any other services, Galls will respond to the City's Purchasing Department with appropriate pricing information within fourteen (14) days after receiving such request. Such changes in services shall be documented through an amendment to the Agreement as provided in Section 8.4 or, if appropriate, a Change Order pursuant to Section 1.6 (A).

**ARTICLE 2.  
NOTICE**

NOTICES. Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of Knoxville:  
Boyce Evans  
Purchasing Agent  
City of Knoxville  
P.O. Box 1631  
Knoxville, TN 37901  
865-215-2070

Contractor:  
Kevin R. Brown, Sales Team Leader  
Galls  
1340 Russell Cave Road  
Lexington, KY 40505-3114  
800-876-4242 ext. 2197  
[brown-kevin@galls.com](mailto:brown-kevin@galls.com)

cc: Pat Armstrong  
Knoxville Fire Department  
600 W. Summit Hill Drive  
Knoxville, TN 37902  
(865) 523-7666

Melissa Roberson  
Knox Area Transit  
30 E. Church Ave.  
Knoxville, TN 37915  
(865) 215-7800

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

**ARTICLE 3.  
INSURANCE**

Galls shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

1. **Commercial General and Umbrella Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

a. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Galls including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this project, the Galls' insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of the Galls' insurance and shall not contribute with it.

c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

2. *Automobile Liability Insurance*; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Galls.

3. *Workers' Compensation Insurance*. Galls shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Galls shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Galls' workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.

4. *Other Insurance Requirements*. Galls shall:

a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the Law Director, City of Knoxville; P.O. Box 1631, Knoxville, Tennessee 37901.

b. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.

c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.

f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Galls's insurance) in the same manner as specified for Galls. Galls shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

g. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

h. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Galls for the City.

i. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City.

Additional insurance may be required. The City, its officials, officers, employees, and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of Galls. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney.

#### ARTICLE 4. HOLD HARMLESS AND INDEMNIFICATION

Galls shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Galls in performance of this Agreement or from Galls'

failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Galls shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Galls shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Galls will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Galls may request. Galls will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Galls shall save, indemnify and hold the City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against the City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

#### ARTICLE 5. NON-DISCRIMINATION

Galls:

- (A) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;
- (B) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability;
- (C) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and
- (D) will include these provisions in every subcontract or sublease let by or for it.

ARTICLE 6.  
ETHICAL STANDARDS

Galls hereby takes notice of and warrants that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

(A) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(B) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

(C) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

*Gratuities.* It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

*Kickbacks.* It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

(D) Sec. 2-1051. Covenant Relating to Contingent Fees.

(a) *Representation of the Contractor.* Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) *Intentional violation unlawful.* The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(E) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

*Contemporaneous employment prohibited.* It shall be unlawful for any City employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

(F) Remedies for Violations.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a contractor or subcontractor under a city contract.

**ARTICLE 7.  
ADA COMPLIANCE**

Galls will comply all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"), including but not limited to the removal of all structural barriers, the accessibility of programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. Galls agrees that the City will not be

responsible for any costs or expenses related to compliance with the ADA. Galls agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of this Agreement or the use of the property, or an act or an act of omission by Galls, its employees, agents or representatives that violates or claims to violate the ADA.

## ARTICLE 8. GENERAL PROVISIONS

8.1 INDEPENDENT CONTRACTOR. Galls will render all services as an independent contractor; it will not be considered an employee of the City, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City. Galls will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of this Agreement.

8.2 ASSIGNMENT. Galls will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

8.3 SUBCONTRACTS TO THE AGREEMENT. Galls will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

8.4 WRITTEN AMENDMENTS. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

8.5 REQUIRED APPROVALS. Neither Galls nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

8.6 ARTICLE CAPTIONS. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

8.7 SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

8.8 FEDERAL, STATE AND LOCAL REQUIREMENTS. Galls is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

8.9 NO BENEFIT FOR THIRD PARTIES. The services to be performed by Galls pursuant to this Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Galls' performance of its services hereunder, and no right to assert a claim against the City or

Galls, its officers, employees, agents or contractors shall accrue to Galls or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of Galls' services hereunder.

8.10 NON-RELIANCE OF PARTIES. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

8.11 FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

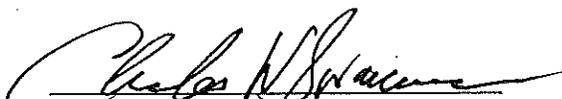
8.12 EEO/AA. The City of Knoxville is an EEO/AA/Title VI/Section 504/ ADA/ADEA Employer.

8.13 GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee.

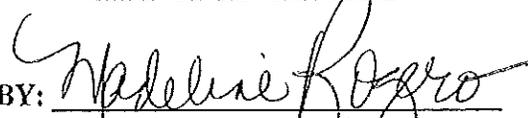
8.14 ENTIRE AGREEMENT. This Agreement, along with the attachments incorporated herein by reference, forms the entire Agreement between the City and Galls. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

IN WITNESS WHEREOF, the City and Galls have executed this Agreement in two (2) copies as of the below-written date.

APPROVED AS TO FORM:

  
CHARLES W. SWANSON  
LAW DIRECTOR

CITY OF KNOXVILLE

BY:   
MADELINE ROGERO  
MAYOR

DATE: 12/11/13

**FUNDS CERTIFIED:**

GALLS, INC. LLC (773)

James York  
JAMES YORK  
FINANCE DIRECTOR

BY: [Signature]  
TITLE: SALES DIRECTOR

**Required Documents:**

Certificate of Insurance     X  
Performance Bond             N/A  
Payment Bond                 N/A *OK*  
Contractor's License         N/A

**Documents to be Attached:**

- Exhibit A: City's Request for Proposals dated September 9, 2013
- Exhibit B: Addendum No. I dated September 23, 2013
- Exhibit C: Addendum No. II dated September 23, 2013
- Exhibit D: Galls' Proposal, Responses and Price Sheet dated September 26, 2013 and October 29, 2013



# CERTIFICATE OF LIABILITY INSURANCE

9/30/2014

DATE (MM/DD/YYYY)

11/20/2013

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Lockton Companies, LLC 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C No, Ext): _____ <b>FAX</b> (A/C, No): _____ <b>E-MAIL ADDRESS:</b> _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td style="text-align: center;">23035</td> </tr> <tr> <td>INSURER B: The First Liberty Insurance Corporation</td> <td style="text-align: center;">33588</td> </tr> <tr> <td>INSURER C: Alterra America Insurance Company</td> <td style="text-align: center;">21296</td> </tr> <tr> <td>INSURER D: Navigators Insurance Company</td> <td style="text-align: center;">42307</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: The First Liberty Insurance Corporation	33588	INSURER C: Alterra America Insurance Company	21296	INSURER D: Navigators Insurance Company	42307	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
<b>INSURED</b> Galls, LLC 1345090 1340 Russell Cave Road Lexington KY 40505															

**COVERAGES**                      **CERTIFICATE NUMBER:** 12683863                      **REVISION NUMBER:** XXXXXXXX

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	TB2-Z11-261104-033	9/30/2013	9/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> Coll: \$1,000	Y	Y	AS2-Z11-261104-023	9/30/2013	9/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$	Y	N	MAXA3EC50000949	9/30/2013	9/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6-Z11-261104-013	9/30/2013	9/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella	N	N	NY13EXC764781V	9/30/2013	9/30/2014	Limit: \$10,000,000; XS \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The City of Knoxville, its officials, officers, employees, and volunteers are listed as Additional Insureds on the General Liability, Auto and Umbrella policies as required by written contract. Waiver of Subrogation applies.

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>12683863</b> The City of Knoxville Attn Law Director PO Box 1631 Knoxville TN 37901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: right;"> </div>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
Auto Enhancement Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVI. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization:
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
  - 1. The 90th day after you acquire or form the organization, or
  - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

## II. EMPLOYEES AS INSUREDS

Paragraph A. 1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an insured while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

## III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

- A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.
- B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, subparagraph A.1., Who Is An Insured provision is changed to include as an insured the lessor of the "leased auto." However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You.
  2. Any of your "employees" or agents; or
  3. Any person, except the lessor or any "employee" or agent of the lessor, operating a leased "auto" with the permission of any of the above.
- C. Loss Payee Clause
1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto."
  2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
  3. If we make any payment to the lessor of a "leased auto," we will obtain his or her rights against any other party.
- D. Cancellation
1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
  2. If you cancel the policy, we will mail notice to the lessor.
  3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.
- F. For purposes of this endorsement, the following definitions apply:  
"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto."  
"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraph A.2.a. (2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

#### V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B. 5. of SECTION II - LIABILITY COVERAGE does not apply;
- B. For the purpose of Fellow Employee Coverage only, paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

#### VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your employees or others while such property is carried by the covered "auto." The Limit of Insurance for this coverage is \$5,000 per accident. Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

#### VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:  
The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.
- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following: If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

#### VIII. AIRBAG COVERAGE

Exclusion B.3.a.in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

#### IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices;

- 1) Are your property or that of a family member, and
- 2) Are in a covered "auto" at the time of "loss."

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

**X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

**D. DEDUCTIBLE**

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

**XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

**XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

**XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident," claim, "suit" or "loss," your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident," claim, "suit" or "loss." Such notice must include:
- (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident," claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident," claim, "suit" or "loss" from your agent, servant, or "employee."

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

#### XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

#### XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit."

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

#### XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:
1. The most we will pay for coverage afforded by this endorsement is the lesser of:
    - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality, or
    - b. The actual cash value of such covered "auto" at the time of the "loss".
  2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss."
  3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B. For each covered "auto," our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger autos that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVII of this endorsement does not apply.

- C. Paragraph A.4.b. of the Physical Damage Coverage is replaced by:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto,"
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto," or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

#### XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss," the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident." This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos," "insureds," premiums paid, claims made, or vehicles involved in the "accident."

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVIII of this endorsement does not apply.

#### XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household, or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member."

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household, or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."

- E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

#### XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned "covered auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto." Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto." No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto," or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
  1. Necessary and actual expenses incurred, or
  2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
  1. While there are spare or reserve "autos" available to you for your operations: or
  2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under paragraph 4 Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

#### XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A. 2. of the COMMON POLICY CONDITIONS is changed to:
  2. We may cancel or non-renew this policy, by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
    - a. for reasons of non-payment, the greater of:
      - (1) 10 days, or
      - (2) the number of days specified in any other Cancellation Condition attached to this policy; or

b. for reasons other than non-payment, the greater of:

- (1) 60 days,
- (2) the number of days shown in the Cancellation and Non-renewal Schedule, or
- (3) the number of days specified in any other Cancellation Condition attached to this policy.

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A., of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

#### XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a "total loss" to a covered "auto" of the "private passenger type" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less :

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy, and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss,"
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto."

## XXII. LIMITED MEXICO COVERAGE

**WARNING**  
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

### A. Coverage

1. Paragraph B. 7 of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
  - b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this Section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

### B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value, of such "loss" at the nearest United States point where the repairs can be made.

### C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

## XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV- BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of accident, to waive rights of recovery against such person or organization.

Policy Number AS2-Z11-261104-023  
Issued By Liberty Mutual Fire Insurance Co.

Schedule

Premium

Liability \$150 FC  
Physical Damage \$100 FC  
Total Premium \$250 FC

V. Fellow Employee

Schedule of Employees:  
Your "employee," but only for acts within the scope of their employment by you.

XVIII. Drive Other Car	LIAB	MP	UM	UIM	COMP	COLL
Name of Individual						

Not Applicable

XX. Notice of Cancellation or Nonrenewal  
Name and Address

Numbers of Days

Not Applicable

This endorsement does not apply in: FL, KS, HI, NY, VA

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in KY

Schedule

Where required by contract or written agreement prior to loss and allowed by law

The premium charge is 1% of the total manual premium in the state of FL, subject to a \$250 minimum premium.

The premium charge is 2% of the total manual premium in the states of IL, MO, NV, NC, SC and WV, subject to a minimum premium of \$100 per policy.

The premium charge is 2% of the total manual premium in the state of GA, subject to a minimum premium of \$66 per policy.

The premium charges for this endorsement are subject to audit.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-Z11-261104-013      Effective Date      Premium \$

Issued to Galls LLC

Galls, LLC.  
1340 Russell Cave Rd  
Lexington KY 40505

CNI 90 04 01 12  
Insured

LOCKTON COMPANIES LLC (NORTHEAST SERIES)  
195 SCOTT SWAMP RD STE 201  
FARMINGTON CT 06032

CNI 90 05 01 12  
Producer

Policy Number TB2-Z11-261104-033  
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### Change Endorsement

**Named Insured**  
Galls, LLC

Endorsement number 002

The following changes are effective as of the effective dates shown below and will terminate with the policy. All other provisions of the policy remain unchanged.

**Effective Date: 09/30/2013**

Commercial General Liability Enhancement for Wholesalers, Form LC 04 45 04 12 is added to Inventory Coverage Forms, Parts, Endorsements, Enclosures, Form IC 00 42 07 09 and this policy.

In addition the following forms are added to your policy

Form Number/Edition Date	Title
IC 99 99 07 09	Change Endorsement

Issued: 12/03/2013

IC 99 99 07 09

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Page 1 of 1

Policy Number TB2-Z11-261104-033  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR WHOLESALERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You - Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge of Occurrence**
- Item 7. **Notice of Occurrence**
- Item 8. **Unintentional Errors And Omissions**
- Item 9. **Bodily Injury Redefinition**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Damage To Borrowed Equipment**
- Item 12. **Aircraft With Chartered Crew**
- Item 13. **Property In Your Care, Custody Or Control**
- Item 14. **Mobile Equipment Redefined**
- Item 15. **Newly Formed Or Acquired Entities**
- Item 16. **Blanket Additional Insured Where Required By Written Contract**
  - Lessors of Leased Equipment
  - Managers or Lessors of Premises
  - Mortgagees, Assignees or Receivers
  - Grantor of Franchise
  - Vendors
  - Any Person or Organization
- Item 17. **Blanket Additional Insured – Grantors Of Permits**
- Item 18. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 19. **Other Insurance Amendment**

**Item 1. Reasonable Force**

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Item 2. Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

**Item 3. Damage To Premises Rented To You - Expanded Coverage**

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

**Item 4. Bodily Injury To Co-Employees**

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);

- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph 2.a.(1)(a) of Section II - Who is an Insured does not apply to "bodily injury" for which insurance is provided by this paragraph.

- B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.
- C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

**Item 5. Health Care Professionals As Insureds**

- A. Paragraph 2.a.(1)(d) of Section II - Who Is An Insured is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, any "employee" or "volunteer worker" of the Named Insured who is a "designated health care provider" is an insured with respect to "bodily injury" and "personal and advertising injury" that:

- (i) Arises out of the providing of or failure to provide professional health care services; and
- (ii) Occurs in the course of and within the scope of such "employee's" or "volunteer worker's" employment by the Named Insured.

- B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;
- (4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or
- (5) Punitive or exemplary damages, fines or penalties.

- C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

- D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

**Item 6. Knowledge Of Occurrence**

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

**Item 7. Notice Of Occurrence**

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

**Item 8. Unintentional Errors And Omissions**

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Item 9. Bodily Injury Redefinition**

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

**Item 10. Supplementary Payments - Increased Limits**

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

**Item 11. Damage To Borrowed Equipment**

- A. Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability is amended to add the following:

Paragraphs (3) and (4) do not apply to "property damage" to borrowed equipment either loaned to you or in your care, custody or control.

- B. Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A. is \$35,000.
- C. The insurance provided by this endorsement is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

**Item 12. Aircraft With Chartered Crew**

The following is added to Exclusion g. of Section I – Coverage A Bodily Injury And Property Damage Liability:

This exclusion does not apply to an aircraft that you do not own that is:

- (a) Chartered with a pilot by any insured; and
- (b) Not being used to carry any person or property for a charge.

**Item 13. Property In Your Care, Custody Or Control**

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

- 1. "Property damage" to borrowed equipment, or
- 2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 13.

**Item 14. Mobile Equipment Redefined**

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

**Item 15. Newly Formed Or Acquired Entities**

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

- 3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

- a. Coverage under this provision is afforded only until:
  - (1) The 180th day after you acquire or form the organization;
  - (2) Separate coverage is purchased for the organization; or
  - (3) The end of the policy period,
 whichever is earlier.
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**Item 16. Blanket Additional Insured Where Required By Written Contract**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

**e. Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- (4) **Grantor of Franchise:** Any person(s) or organization(s) but only with respect to their liability as grantor of a franchise to you.

(5) **Vendors:** Any person(s) or organization(s) that distribute or sell "your products" in the regular course of their business, hereafter referred to as vendors, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(a) The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;
- (ii) Any express warranty unauthorized by you;
- (iii) Any physical or chemical change in the product made intentionally by the vendor;
- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distributor or sale of the products;
- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Paragraphs (iv) or (vi) above; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured, person or organization, from which you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

(6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations; or

(b) In connection with premises owned by you.

This insurance does not apply to:

- 1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;

2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

**Item 17. Blanket Additional Insured – Grantors Of Permits**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

**Item 18. Waiver Of Right Of Recovery By Written Contract Or Agreement**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

**Item 19. Other Insurance Amendment**

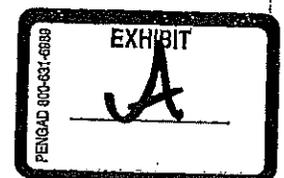
If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**CITY OF KNOXVILLE**  
**REQUEST FOR PROPOSALS**

**Uniforms Purchase**

**Proposals to be Received by 11:00 a.m., Eastern Time  
September 30, 2013**

Submit Proposals to:  
City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902



**City of Knoxville  
Request for Proposals**

**Uniform Purchase**

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City of Knoxville  
Request for Proposals  
Uniform Purchase

I. Statement of Intent

The City of Knoxville is requesting proposals from responsible firms to provide online purchase of approved garments for City employees; a store front in addition to the online catalog is desirable but not required. Although the Knoxville Fire Department and Knoxville Area Transit are expected to be the only City departments making purchases at the outset of the contract, other City departments may decide to make such purchases over the term of the contract. The City reserves the right to grant awards to one or more vendors in order to ensure availability of all necessary and desired garments; awards shall be made for fixed price agreements, with no guarantee of quantities to be ordered. Duration of contract is to be for one (1) year with two optional one-year renewals.

II. RFP Time Line

Availability of RFP .....September 9, 2013

Deadline for questions to be submitted (in writing) to the  
Purchasing Agent ..... September 23, 2013

Proposals Due Date .....September 30, 2013

This timetable is for the information of submitting entities. These dates are subject to change. However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.

III. Background

In previous years, the City has competed out pricing for uniforms for separate City departments, requiring a local storefront to accommodate garment fittings. This process has met with varying degrees of success, most often resulting in employees having to leave work for fittings and again to pick up their garments.

The City has determined that a web-based, online catalog for placing orders will make most efficient use of employee time.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide uniforms for purchase by the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of

service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on September 23, 2013. Questions can be submitted by letter, fax (865-215-2277), or emailed to [jmcclelland@cityofknoxville.org](mailto:jmcclelland@cityofknoxville.org). The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at [www.cityofknoxville.org/purchasing](http://www.cityofknoxville.org/purchasing). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person with respect to this proposal. The proposer is required to submit this affidavit with their proposal submission.

4.8 Regarding the Equal Business Opportunity Program contracting, the appropriate Form I or Form II must be submitted with the proposal. Successful proposers who include Form I with their proposals, stating their intent to use MOB or WOB subcontractors for any part of the

contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment may not be released by the City until Form III is submitted.

4.9 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.10 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.11 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.

4.12 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at [www.cityofknoxville.org/purchasing](http://www.cityofknoxville.org/purchasing). Proposals from un-registered proposers may be rejected.

4.13 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

## V. Scope of Service

5.1 Web-based Catalog: The successful vendor or vendors shall provide a web-based, online catalog for order placement. Website must be capable of limiting each employee's views to group/department-approved garments in that employee's confirmed sizes. Furthermore, each group/department shall have tiered/ranked garments.

Website shall accommodate levels of authority and access, with each participating department having a Departmental Administrator who can approve/limit/change employee allowances, track individual spend, create/print reports, and change employee's rank/status and authorized sizes.

5.2 Account Representative: Local storefront is desirable but not essential, as most fittings and re-fittings will take place in City facilities. Vendor must provide a full-time account representative to the City. This representative must be available five days per week during

standard business hours to conduct fittings and re-fittings as necessary and to coordinate the ordering process; representative must be available at locations and times determined by the City. Account representative shall also be available for consultation, website training, or meetings as requested. Account Representative services to the City shall be provided at no charge to the City.

5.3 Account Set Up: As part of the proposal evaluation process, top-ranked vendors will be notified to bring garments comparable to the items listed in Appendix A to the City for inspection and review. Upon award, vendor(s) shall set up approved garments in the web-based catalog for purchase.

However, other City departments may decide later in the contract period to purchase garments from the awarded vendor(s); in such an event or events, the vendor(s) will be provided with a list of garments worn by said department(s), and vendor(s) shall bring comparable garments to the City for review and approval. Approved garments will be set up in the web-based catalog for purchase.

Upon contract execution, the following "account set up" actions must take place in the order shown. As other City departments decide to purchase off the contract(s), vendor(s) will be required to follow the same set up procedures:

1. Approved garments will be made available online for employee purchase
2. Vendor will promptly conduct on-site fittings to ascertain employee sizes

5.4 Pricing: All contracted pricing shall remain firm and fixed for the period of one year following contract execution. During the remaining years of the term of the Agreement and any renewal terms thereof, the Contractor may adjust the contract price in accordance with the increase or decrease, if any, in the cost of living, using as a basis of such adjustment the "Revised Consumer Price Index for All Urban Consumers – South Region 1982-1984 = 100 - All Items" ("Index") for the final month of the initial contract period, published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%.

The increase in the pricing may occur after Vendor(s) has given the City written notice of such change and the City approves the calculation. It shall be the Vendor's responsibility to effect the price changes on the website, and failure of the Vendor to effect such a change shall not constitute a liability or debt on the part of the City.

5.5 Body of Proposal: Proposals may include information the proposer deems necessary and appropriate, but the following items must be included. Responses must be numbered and in the order provided below:

1. Please explain in detail your company's stocking policies.
2. Please explain your company's system for post-order notifications and item tracking ("where is it now?").

3. Please address the issue of optimum dates for ordering, and how these dates may affect new hires (if at all).
4. Provide information regarding response time for customer service, especially with regard to fittings/re-fittings.
5. Provide information regarding turn-around time for order fulfillment, to include items that must be embellished (embroidered, patches applied, other artwork applied, etc.).
6. Is your website capable of labeling garments as union-made and/or U.S.-made, where appropriate?
7. When a new employee has been fitted for approved garments by the Account Representative, what party has the responsibility for inputting the new employee/sizes into the City's website account – the vendor or the Departmental Administrator?
8. How configurable are your reports, and in what formats are they available? Please provide samples in your proposal.
9. How long will historical data be available to the City?
10. Please state your warranty or quality guarantee.
11. If the City has multiple departments participating in this contract, each will have a Departmental Administrator. Please confirm that the Department Administrators will have the ability to approve/limit/change employee allowances, track individual spend, create/print reports, and change employee's rank/status and authorized sizes. Please confirm that the vendor can assist in these functions, if necessary.
12. Can rank-related garments be permanently coded for production with rank-related insignia and other embellishments, with one price for all?
13. Can allotments/allowances be set to automatically renew, or does the system require manual renewals? If so, who manages the renewals, the Vendor or the departmental administrators?
14. Please state your return policy; address the issue of embellished garments.
15. Can employee's purchase items with City-provided purchasing cards? Please furnish detailed information about website security.
16. In cases where the employee's allotment/allowance has been expended, can the employee complete the purchase with his or her personal credit card at the same price?
17. Please describe website training you will provide for Departmental Administrators.

## VI. Contract Requirements

Submitting entities must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the contract will prevail.

6.2 The contract will be administered by the City of Knoxville departments making uniform purchases.

6.3 Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own

expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the

Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.
- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901.
  - Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
  - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
  - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

- Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial solvency.
- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City.
- All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City.

Additional insurance may be required. The City, its officials, officers, employees, and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney.

6.9 Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11, Section 2-1048 entitled "Conflict of interest" which states, "It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by: (1) the employee or the employee's immediate family; (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective

employment;" Section 2-1049 of the Code entitled "Receipt of benefits from city contracts by council members, employees and officers of the city," which states "It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void;" Section 2-1050 entitled "Gratuities and kickbacks prohibited," which states that "It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of: (1) An official action taken, or to be taken, or which could be taken; (2) A legal duty performed, or to be performed, or which could be performed; or (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee. Anything of nominal value shall be presumed not to constitute a gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order;" and Section 2-1051 entitled "Covenant relating to contingent fees," which states that "Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business."

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure. Before a contract is signed by the City, the submitting entity, if selected, must provide the City Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

6.15 The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

## VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

### 7.1 General

Submission forms and RFP documentation may be obtained on or after September 9, 2013, at no charge from:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at [www.cityofknoxville.org/purchasing](http://www.cityofknoxville.org/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

### 7.2 Submission Information

Proposers shall include eight (8) hard copies (one original and 7 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed proposals; do not email your proposal. Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). **IMPORTANT NOTE:** A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00 a.m. (Eastern Time) on September 30, 2013. Each proposal

must be submitted in a sealed envelope addressed to:  
City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, TN 37902

Each sealed envelope containing a proposal or multiple copies of the proposal must be plainly marked on the outside "Uniform Purchase."

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

### 7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
  - A) Form S-1
  - B) Non-Collusion Affidavit
  - C) Form I or II from Equal Business Opportunity Program
4. Body of Proposal: See Section V, 5.5.
5. Pricing

NOTE: Submission Form S-1, the Non-Collusion Affidavit, and the Equal Opportunity Business Program (EBOP) packet are found in these solicitation documents.

### 7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the

RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

#### VIII. Evaluation Criteria

An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria, and their associated weights, upon which the evaluation of the proposals will be based includes, but is not limited to, the following:

30 points - Website: Functional Capabilities; Flexibility; Interface

30 points - Pricing:

20 points - Garments: Quality and Availability

20 points - Vendor Services: Implementation and Ongoing Support and Service; Training

## Submission Forms

**CITY OF KNOXVILLE  
REQUEST FOR PROPOSALS  
Uniform Purchase**

**Submission Form S-1**

Proposals To Be Received by 11:00 a.m., Eastern Time, September 30, 2013, in  
Room 667-674, City/County Building, Knoxville, Tennessee.

**IMPORTANT:** Proposers shall include eight (8) hard copies (one original and 7 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **IMPORTANT NOTE:** A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.

Please complete the following:

Legal Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title of Signer \_\_\_\_\_

\_\_\_\_\_

**Note: Failure to use these response sheets may disqualify your submission.**

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

# EQUAL BUSINESS OPPORTUNITY PROGRAM

## Contracting Component

### SECTION I

#### EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

#### GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
  - a. Advertising
  - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
  - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
  - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
  - a. It is the bidder's/proposer's responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available

MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.

- (1) A description of the specifications for the work selection for subcontracting
  - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

## SECTION II

### MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the bid/proposal:

1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the dollar value associated with these opportunities. The purpose of "Form I" is to measure the Contractor's "Good Faith Efforts." It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form will be submitted if the bidder/proposer does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The bidder/proposer must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of "Good Faith Efforts" in filling that subcontract opportunity.

The Purchasing Division may request the apparent low bidder/proposer to provide additional information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30<sup>th</sup> and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

## SECTION III

### DEFINITIONS

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
  
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European

American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Subcontractor: Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

# FORM I

## STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, \_\_\_\_\_, do certify that on the \_\_\_\_\_,  
(Bidder/Proposer)

\_\_\_\_\_ (Project Name)

(\_\_\_\_\_)  
(Dollar Amount of Bid)

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ \_\_\_\_\_.

Description of Work	MOB/WOB Utilization		Name of MOB/WOB
	MOB Amount	WOB Amount	

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30<sup>th</sup> of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

## FORM II

### STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, \_\_\_\_\_, hereby certify that it is our  
(Bidder/Proposer)

intent to perform 100 % of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder/Proposer states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the "Good Faith Efforts" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

### FORM III

STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S)  
(TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE  
LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)

Project: \_\_\_\_\_ Contract#: \_\_\_\_\_

Contractor's  
Name: \_\_\_\_\_

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary  
Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

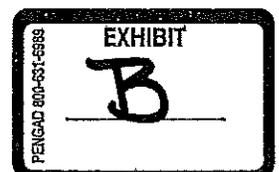
**ADDENDUM NO. I**

DATE: September 23, 2013  
TO: All Proposers  
FROM: Janice McClelland, Assistant Purchasing Agent  
SUBJECT: Addendum No. 1 – Uniform Purchase  
PROPOSALS TO BE OPENED: September 30, 2013, at 11:00 a.m.

This addendum becomes a part of the Contract Documents and modifies the original specifications as noted.

More information regarding the Knoxville Fire Department's patch has been requested by a potential proposer. A photo of the patch immediately follows this addendum. The actual size of the patch is 3 3/4" in diameter. The picture is enlarged slightly for better viewing.

**END OF ADDENDUM NO. I**





## ADDENDUM NO. II

DATE: September 23, 2013  
TO: All Proposers  
FROM: Janice McClelland, Assistant Purchasing Agent  
SUBJECT: Addendum No. 2 – Uniform Purchase  
PROPOSALS TO BE OPENED: September 30, 2013, at 11:00 a.m.

This addendum becomes a part of the Contract Documents and modifies the original specifications as noted.

### Questions Submitted to the Office of the Purchasing Agent:

Q1. Paragraph 5.2 states: "Vendor must provide a full time account representative to the City." Does this person need to physically be in the city limits at all times and available to the department as requested?

The City will entertain proposals that offer fittings and re-fittings within a reasonable response time following vendor notification of such a need; fittings do not necessarily need to be performed by the full-time account representative. The full-time account representative must be available five days per week during standard business hours, but does not have to be physically located within the city of Knoxville.

Proposers should be aware, however, that the City may allocate a greater number of points to proposals that offer a quicker fitting/re-fitting response time or which offer an account representative who is located with the city of Knoxville.

Q2. Paragraph 7.2 states that proposals must include an electronic format copy of the proposal. Will a CD with the PDF copied on it work for this requirement?

A2. Yes. Please label the CD with the company name and "Uniform Purchase."

END OF ADDENDUM NO. II





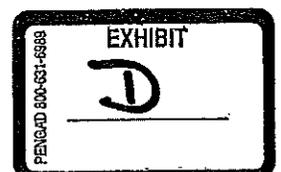
Kevin R. Brown  
Sales Team Leader  
1340 Russell Cave Road  
Lexington, KY 40505-3114  
Ph: 800-876-4242 ext 2197  
[brown-kevin@galls.com](mailto:brown-kevin@galls.com)

## City of Knoxville Request for Proposals Uniform Purchase

### Responses

In response to questions/statements on page 6, §.5

1. We have a 300,000 sqft warehouse and have on the shelf, stock for over 35,000 different skus. We maintain a supply and demand stock method through E3 which tracks month to month usage.
2. If awarded this contract, Galls will establish an online ordering platform specific to your account. It will have the approved items listed for purchase by one individual for the department or each individual can have ordering access, your choice. Once orders are placed, an email is generated which will be sent to the buyer showing in detail what was ordered.
3. Being a dedicated web page will be set up for you, "optimum dates for ordering" is really up to the user. Know that our peak times of year are common to your FY cycle, end of Calendar year and holidays and orders can be delayed at these times.
4. There are 2-3 personnel internally that can be contact Monday – Friday 8am-5pm EST and available for order entry, quotes and questions as needed. We also have a dedicated outside rep that can usually be onsite for mass measurements with as little as a 48hr notice.
5. For in stock items that require no customization, orders usually are in hand 3-5 days after being placed. For customized items, this can take as long as 2 weeks for fulfillment, depending on order needs. For out of stock items, we are at the mercy of the manufacturer which usually means 2 weeks – 4 months for stock replenishment.
6. No, we cannot label garments as union made.
7. Sizing information, order input and reports needed can all be maintained by the departmental administrator.
8. All reports within the B2B (business to business) web are in excel and can be sorted however desired.
9. As long as your account is in our system.
10. Galls has a 30 day, no hassle guarantee for all products except customized items. If you are not happy with the product, send it back in the original packaging and as long as it is re-sellable, we will return it at no cost to you. For any product that has a production



(customization) or manufacturer's defect and reported in the first 30 days, call your rep and we will make arrangements to repair or replace.

11. Yes, each department will have its own separate "view" and there can be multiple levels of admin and approval process for each view (department).
12. Yes, similar construction and embellishments can be priced out to be the same for anyone with that rank. Due to the design and embellishments needed, a Captain's shirt might cost more than a Sgt's shirt but only the difference of the adornments.
13. Allotments can be done either way, automatically reset with set amounts monthly, semi or annually. It can also be managed by the departmental administrator.
14. Also explained in #10 but specifically to embroideries and customization: if the customer has ordered the wrong size style or color, we cannot take those returns as they are forever non-reusable for anyone else.
15. Yes on Pcards. Our web security is equal to any other online purchasing establishments.
16. Yes
17. We will walk the administrators through the initial few orders but are available at any time during normal working hours to help if there are issues.
- 18.



The Authority in Public Safety Equipment and Apparel



Because Duty Calls.

Pro-Forma Invoice

Stephanie Beckman  
Galls, LLC  
1340 Russell Cave Road  
Lexington, KY 40505  
800-878-4242 phone  
877-914-2557 fax

Attention: Knoxville Fire  
Account No: 0  
Name: 0  
Street Address: 0  
City & State: 0

Ship to: 0  
Street Address: 0  
City & State: 0.0

PO Number: 2  
Order Date: 9/26/2013  
Order #: 2

All hemming & standard emblem application will be done at no charge.

Item #	Description	Qty	Retail	Your Price	Ext. Total
1	SH136 MBLU 14-185 FIREWEAR S/S SHIRT	1	\$170.99	\$60.00	\$90.00
2	SH136 MBLU 19-22 FIREWEAR S/S SHIRT	1	\$203.11	\$109.00	\$109.00
3	SR777 MBLU 14-185 32-38SLEVE NEPA COMPLIANT FIREWEAR US SHIRT	1	\$173.99	\$98.00	\$98.00
4	SR777 MBLU 14-185 38SLEVE NEPA COMPLIANT FIREWEAR US SHIRT	1	\$189.99	\$128.00	\$128.00
5	SR777 MBLU 19-21 NEPA COMPLIANT FIREWEAR US SHIRT	1	\$189.99	\$128.00	\$128.00
6	SH137 LTB SM-2X S/S COTTON NEPA SHIRT	1	\$58.99	\$37.00	\$37.00
7	SH137 LTB 3X-5X S/S COTTON NEPA SHIRT	1	\$68.99	\$46.00	\$46.00
8	SH138 NAV SM-2X MENS US COTTON COMMAND SHIRT	1	\$64.99	\$38.00	\$38.00
9	SH138 NAV 3X-6X MENS US COTTON COMMAND SHIRT	1	\$69.99	\$48.00	\$48.00
10	SW071 SM-XL WORKRITE TECASAFE S/S POLO	1	\$129.99	\$61.00	\$61.00
11	SW071 2X-5X WORKRITE TECASAFE S/S POLO	1	\$149.99	\$70.00	\$70.00
12	ST998 SM-XL WORKRITE TECASAFE US POLO	1	\$119.99	\$62.00	\$62.00
13	ST998 2X WORKRITE TECASAFE US POLO	1	\$149.99	\$76.00	\$76.00
14	SW724 WHT SX-2X PERFORMANCE S/S POLO	1	\$39.99	\$29.00	\$29.00
15	SW724 WHT 3X-6X PERFORMANCE S/S POLO	1	\$44.99	\$32.00	\$32.00
16	SW726 WHT SM-2X PERFORMANCE US POLO	1	\$44.99	\$32.00	\$32.00
17	SW726 WHT 3X PERFORMANCE US POLO	1	\$49.99	\$33.00	\$33.00
18	SH070 WHT 14-185 MENS COMMAND ZIP FRONT S/S SHIRT	1	\$49.99	\$33.00	\$33.00
19	SH070 WHT 19-22 MENS COMMAND ZIP FRONT S/S SHIRT	1	\$59.99	\$39.00	\$39.00
20	SH071 WHT 14S-18S MENS COMMAND SHIRT W/ZIPPER US	1	\$56.99	\$35.00	\$35.00
21	SH071 WHT 19-22 MENS COMMAND SHIRT W/ZIPPER US	1	\$66.99	\$42.00	\$42.00
22	SH119 WHT 30-46 LADIES S/S COMMAND SHIRT W/ZIPPER	1	\$49.99	\$33.00	\$33.00
23	SH118 WHT 48-50 LADIES S/S COMMAND SHIRT W/ZIPPER	1	\$60.99	\$42.00	\$42.00
24	SH121 WHT 32-46 US FEMALE COMMAND SHIRT W/ZIPPER	1	\$56.99	\$36.00	\$36.00
25	SH121 WHT 48-52 US FEMALE COMMAND SHIRT W/ZIPPER	1	\$66.99	\$46.00	\$46.00

26	TS750	Fruit of the Loom T-shirt		1	\$6.99	\$5.00	\$5.00
27	TS668 NAV SM-XL	HANES BEEFY COTTON T-SHIRT W/POCKET		1	\$12.99	\$9.00	\$9.00
28	TS668 NAV 2X	HANES BEEFY COTTON T-SHIRT W/POCKET		1	\$14.99	\$9.00	\$9.00
28	TS668 NAV 3X	HANES BEEFY COTTON T-SHIRT W/POCKET		1	\$15.99	\$9.00	\$9.00
29	TS530 NAV SM-XL	HANES BEEFY COTTON T-SHIRT POCKETLESS		1	\$14.99	\$7.00	\$7.00
30	TS530 NAV 2X	HANES BEEFY COTTON T-SHIRT POCKETLESS		1	\$16.99	\$7.00	\$7.00
31	TS530 NAV 3X	HANES BEEFY COTTON T-SHIRT POCKETLESS		1	\$16.99	\$7.00	\$7.00
32	399 No bid	Workrite Nomex Sweatshirt					
33	SW849 FNAV SM-2X	511 JOB SHIRT WITH CANVAS DETAILS		1	\$59.99	\$42.00	\$42.00
34	SW849 FNAV 3X	511 JOB SHIRT WITH CANVAS DETAILS		1	\$64.99	\$47.00	\$47.00
35	SW849 FNAV LG LNG- 3X/LNG	511 JOB SHIRT WITH CANVAS DETAILS		1	\$69.99	\$52.00	\$52.00
36	SR3370 NAV SM-XL	COMMAND RIB KNIT WINDSTOPPER SWEATER - UNLINED		1	\$79.99	\$47.00	\$47.00
37	SR3370 NAV 2X	COMMAND RIB KNIT WINDSTOPPER SWEATER - UNLINED		1	\$84.99	\$52.00	\$52.00
38	SR3370 NAV 3X	COMMAND RIB KNIT WINDSTOPPER SWEATER - UNLINED		1	\$84.99	\$56.00	\$56.00
39	SR3370 NAV 4X	COMMAND RIB KNIT WINDSTOPPER SWEATER - UNLINED		1	\$94.99	\$60.00	\$60.00
40	710 no bid	Fechheimer 7-10 Windstopper sweater		0	\$0.00	\$0.00	\$0.00
41	JA331 DKNV XS-2X	3 IN 1 DUTY JACKET		1	\$249.99	\$169.00	\$169.00
42	JA331 DKNV 3X-4X	3 IN 1 DUTY JACKET		1	\$259.99	\$169.00	\$169.00
43	JA432 DKNV XS-2X	511 TACTICAL 5 IN 1 DUTY		1	\$249.99	\$169.00	\$169.00
44	JA432 DKNV 3X-4X	511 TACTICAL 5 IN 1 DUTY		1	\$259.99	\$169.00	\$169.00
45	JA431 DKNV SM-2X	5.11 RESPONSE JACKET		1	\$59.99	\$46.00	\$46.00
46	JA431 DKNV 3X-4X	5.11 RESPONSE JACKET		1	\$69.99	\$46.00	\$46.00
47	400/402 no bid	Workrite Nomex Pants		0	\$0.00	\$0.00	\$0.00
48	401 no bid	Workrite Women's Nomex Pants		0	\$0.00	\$0.00	\$0.00
49	TR552 FNAV/28-44	511 MENS STATION PANTS		1	\$62.99	\$42.00	\$42.00
50	TR554 FNAV/28-44	511 MENS STATION CARGO PANTS		1	\$62.99	\$42.00	\$42.00
51	TR135 FNAV/28-44	511 TACTICAL PANTS		1	\$49.99	\$38.00	\$38.00
52	TR553 FNAV/02-20	511 WOMENS STATION PANTS		1	\$62.99	\$42.00	\$42.00
53	TR555 FNAV/02-20	5.11 WOMENS STATION CARGO PANTS		1	\$62.99	\$42.00	\$42.00
54	TR641 02- 20	WOMENS TACTICAL MODERN FIT PANT (this does not match their number, think the spec is incorrect)		1	\$49.99	\$40.00	\$40.00
55	ZA3831 NAV/30-42	POLY COTTON TWEILL MENS PANTS		1	\$69.99	\$39.00	\$39.00
56	ZA3831 NAV/44-50	POLY COTTON TWEILL MENS PANTS		1	\$76.99	\$39.00	\$39.00
57	ZA3831 NAV/52-54	POLY COTTON TWEILL MENS PANTS		1	\$89.99	\$40.00	\$40.00
58	ZA3831 NAV/56-58	POLY COTTON TWEILL MENS PANTS		1	\$91.99	\$43.00	\$43.00
59	ZA3831 NAV/60	POLY COTTON TWEILL MENS PANTS		1	\$96.99	\$46.00	\$46.00
60	TR651 NAVY	POLY COTTON TWEILL WOMENS TROUSERS WITH FLEX WAISTBAND		1	\$59.99	\$39.00	\$39.00
61	TR124 NAV/28-42	MENS POLYESTER UNIFORM TROUSERS		1	\$53.99	\$34.00	\$34.00
62	TR121 NAV/44-50	MENS POLYESTER UNIFORM TROUSERS		1	\$58.99	\$34.00	\$34.00
63	TR121 NAV/52-54	MENS POLYESTER UNIFORM TROUSERS		1	\$63.99	\$39.00	\$39.00
64	TR121 NAV/56-58	MENS POLYESTER UNIFORM TROUSERS		1	\$67.99	\$39.00	\$39.00

65	TR070 NAV	WOMENS POLYESTER UNIFORM TROUSERS		1	\$59.99	\$34.00	\$34.00
66	NO BID 38169	Ike Jacket		0	\$0.00	\$0.00	\$0.00
67	NO BID 38804	Double-Breasted Dress Coat		0	\$0.00	\$0.00	\$0.00
68	RW121 YL BK SM-3X	SPIEWAK VIZGUARD DUTY REVERSIBLE RAINCOAT		1	\$142.99	\$91.00	\$91.00
69	RW123 YL BK SM -3X	SPIEWAK VIZGUARD DUTY RE-RAINPANT		1	\$101.99	\$65.00	\$65.00
70	No Bid	Navy Shorts Sleepwear		1			
71	HW729	Flexfit V Cotton Twill Ball Cap		1	\$17.99	\$8.00	\$8.00
72	07GV8D8 no bid	Fech Dress Cap		0	\$0.00	\$0.00	\$0.00
73	07G02D0 no bid	Fech Dress Cap		0	\$0.00	\$0.00	\$0.00
74	07N0ZC0D no bid	Fech Dress Cap		0	\$0.00	\$0.00	\$0.00
75	NO BID	Navy Socks - Lefties		0	\$0.00	\$0.00	\$0.00
76	NO BID	White Boot Sock					
77	FW971	Magnum Crew Sock 6pk		1	\$10.99	\$8.00	\$8.00
78	FW079	THOROGOOD-COMMAND BOOT 8" MENS		1	\$89.99	\$65.00	\$65.00
79	ZB025	WE02 834-6086 THOROGOOD RAID BOOT MENS		1	\$74.99	\$61.00	\$61.00
80	FW079	THOROGOOD COMMAND BOOT 8" WOMENS		1	\$89.99	\$65.00	\$65.00
81	ZB025	WE02 834-6086 THOROGOOD RAID BOOT WOMENS		1	\$74.99	\$61.00	\$61.00
82	FM103	THOROGOOD 14IN POWER HV STRUCTURAL BUNKER BOOT		1	\$349.99	\$240.00	\$240.00
83	SP152	SHOE OXFORD MENS		1	\$93.99	\$80.00	\$80.00
84	LR301	CHAMBERS BELT 1 1/2 INCH		1	\$12.95	\$11.00	\$11.00
85	LP060 SMLG	1 1/2 HOOK AND LOOP BELT		1	\$25.99	\$17.00	\$17.00
86	lp060 XL-2X	1 1/2 HOOK AND LOOP BELT		1	\$29.99	\$19.00	\$19.00
87	lp060 3X-4x	1 1/2 HOOK AND LOOP BELT		1	\$31.99	\$22.00	\$22.00
88	NP516 SM-XL	511 TACTICAL 1 3/4 IN OPERATOR BELT		1	\$39.99	\$28.00	\$28.00
89	NP516 2X-4X	511 TACTICAL 1 3/4 IN OPERATOR BELT		1	\$44.99	\$32.00	\$32.00
90	NP517 SM-XL	5.11 TACTICAL 1 1/2 IN TRAINER BELT		1	\$39.99	\$28.00	\$28.00
91	NP517 2X-4x	5.11 TACTICAL 1 1/2 IN TRAINER BELT		1	\$44.99	\$32.00	\$32.00
92	TE760	INSTRUCTORS GUN BELT		1	\$44.99	\$30.00	\$30.00
93	UA494 BLK SHT	CLIP ON THE W/BUTTON HOLE		1	\$9.99	\$4.00	\$4.00
94	UA494 BLK REG	CLIP ON THE W/BUTTON HOLE		1	\$9.99	\$4.00	\$4.00
95	UA494 BLK LNG	CLIP ON THE W/BUTTON HOLE		1	\$9.99	\$4.00	\$4.00
96	UA494 BLK XL	CLIP ON THE W/BUTTON HOLE		1	\$9.99	\$4.00	\$4.00
97	GL135	EXTRICATION GLOVES SHORT		1	\$54.99	\$34.00	\$34.00
98	GL996	Arctic Patrol Gloves		1	\$54.99	\$28.00	\$28.00
99	NO BID	Glove Leash		0	\$0.00	\$0.00	\$0.00
100	NT033	1/2 INCH ONE LINE NAMEPLATE		1	\$8.99	\$5.00	\$5.00
101	QB190 GP	BLACKINGTON COLLAR BRASS INSIGNIA		1	\$17.99	\$13.00	\$13.00
102	BD991	RECESSED BADGE HOLDER		1	\$19.99	\$9.00	\$9.00
103	BD329	D & K DELUX HIDDEN BADGE WALLET		1	\$26.99	\$21.00	\$21.00
104	FL598 ad	SURVIVOR LED STEADY CHARGE		1	\$112.99	\$105.00	\$105.00

105	FL820	VANTAGE HELMET MOUNTED LIGHT	1	\$139.99	\$99.00	\$99.00
106	KN763 SIL	SMITH & WESSON, M&P KNIFE, TANTO-SPEAR-SILVER	1	\$40.99	\$30.00	\$30.00
107	KN638	SW FIRST RESPONDER KNIFE/RESCUE TOOL	1	\$20.99	\$16.00	\$16.00
108	KN248	SW FIRST RESPONSE FIRE/RESCUE SERR KNIFE W/WB	1	\$31.99	\$18.00	\$18.00
109	FL550	4AA LUXEON PROPOLYMER W/	1	\$54.99	\$31.00	\$31.00
110	BG351	5.11 RUSH-72 GEAR BAG	1	\$174.99	\$115.00	\$115.00
111	BG350	5.11 RUSH 24 GEAR BAG	1	\$134.99	\$89.00	\$89.00
112	BG382	5.11 RED 2400 BAG	1	\$49.99	\$28.00	\$28.00
113	NO BID	Our Navy Street Pro Is in Transitional	1	\$0.00	\$0.00	\$0.00
114	BG425	5.11 RESPONDER ALS 2900 BAG	1	\$299.99	\$235.00	\$235.00
115	RS105	CUFF KEY W/WINDOW PUNCH COMBO	1	\$9.99	\$6.00	\$6.00
116	804-6378 No Bid	Rubber Helmet Bands	0	\$0.00	\$0.00	\$0.00
117	04900-099-00287 No Bid	Body Specs Safety glasses	0	\$0.00	\$0.00	\$0.00
118	BD043 GR	\$153 BADGE	1	\$87.99	\$57.00	\$57.00
119	SZ0202 GR	M11A SHIELD BADGE	1	\$87.99	\$57.00	\$57.00
120	BD043 GP	\$153 BADGE	1	\$65.99	\$45.00	\$45.00
121	SZ0202 GP	M11A SHIELD BADGE	1	\$65.99	\$45.00	\$45.00
122	BD043 RH	\$153 BADGE	1	\$58.99	\$40.00	\$40.00
123	SZ0202 RH	M11A SHIELD BADGE	1	\$58.99	\$40.00	\$40.00
124	SEAL	\$153 BADGE	1	\$5.99	\$5.00	\$5.00
125	0	0	0	\$0.00	\$0.00	\$0.00
126	KAT	0	0	\$0.00	\$0.00	\$0.00
127	SH091 SM -XLG	MENS L/S NAVIGATOR SHIRT	1	\$26.99	\$17.00	\$17.00
128	SH091 2X	MENS L/S NAVIGATOR SHIRT	1	\$30.99	\$19.00	\$19.00
129	SH091 3X - 4X	MENS L/S NAVIGATOR SHIRT	1	\$34.99	\$21.00	\$21.00
130	SH091 5X	MENS L/S NAVIGATOR SHIRT	1	\$38.99	\$26.00	\$26.00
131	SH101 SM -XL	WOMENS L/S NAVIGATOR SHIRT	1	\$26.99	\$17.00	\$17.00
132	SH101 2X	WOMENS L/S NAVIGATOR SHIRT	1	\$30.99	\$19.00	\$19.00
133	SH101 3X	WOMENS L/S NAVIGATOR SHIRT	1	\$34.99	\$24.00	\$24.00
134	SH089 SM - XL	MENS S/S NAVIGATOR SHIRT	1	\$22.99	\$16.00	\$16.00
135	SH089 2X	MENS S/S NAVIGATOR SHIRT	1	\$26.99	\$18.00	\$18.00
136	SH089 3X LNG - 4X LNG	MENS S/S NAVIGATOR SHIRT	1	\$30.99	\$22.00	\$22.00
137	SH097 SM - XL	WOMENS S/S NAVIGATOR SHIRT	1	\$22.99	\$16.00	\$16.00
138	SH097 2X	WOMENS S/S NAVIGATOR SHIRT	1	\$26.99	\$18.00	\$18.00
139	SH097 3X	WOMENS S/S NAVIGATOR SHIRT	1	\$30.99	\$20.00	\$20.00
140	NO BID	Pocket polo - not set up	0	\$0.00	\$0.00	\$0.00
141	SW750 SM - XL	TRUSPEC 24/7 S/S POLO	1	\$31.99	\$23.00	\$23.00
142	SW750 2X - 5X	TRUSPEC 24/7 S/S POLO	1	\$36.99	\$25.00	\$25.00
143	SW991 SM - XL	TRU-SPEC 24-7 LADIES S/S POLO	1	\$31.99	\$23.00	\$23.00
144	SW991 2X - 4X	TRU-SPEC 24-7 LADIES S/S POLO	1	\$36.99	\$25.00	\$25.00

145	SW859 XS - XL	TRUSPEC 24-7 US PERFORMANCE POLO	1	\$36.99	\$26.00	\$26.00
146	SW859 2X - 5X	TRUSPEC 24-7 US PERFORMANCE POLO	1	\$41.99	\$28.00	\$28.00
147	ST110 SM - XL	TRUSPEC 24-7 LADIES US POLO	1	\$36.99	\$26.00	\$26.00
148	ST110 2X 4X	TRUSPEC 24-7 LADIES US POLO	1	\$41.99	\$28.00	\$28.00
149	SR158 SM - XL	SHIRT US COTTON TWILL	1	\$26.99	\$18.00	\$18.00
150	SR158 2X	SHIRT US COTTON TWILL	1	\$31.99	\$18.00	\$18.00
151	SR158 3X	SHIRT US COTTON TWILL	1	\$35.99	\$21.00	\$21.00
152	SR158 4X - 6X	SHIRT US COTTON TWILL	1	\$35.99	\$24.00	\$24.00
153	ZV746 SM - 4X	MENS SENTRY PLUS SS SHIRT WITH ZIPPER	1	\$46.99	\$30.00	\$30.00
154	ZF013	MENS SENTRY PLUS US ZIPPER SHIRT	1	\$46.99	\$32.00	\$32.00
155	ZE882 SM - 2X	WOMENS SENTRY PLUS S/S SHIRT	1	\$42.99	\$30.00	\$30.00
156	ZA3777 SM - 2X	WOMENS SENTRY PLUS US SHIRT ZA3777	1	\$45.99	\$32.00	\$32.00
157	NO BID	Pocket polo - not set up	1	\$0.00	\$0.00	\$0.00
158	SW439 SM - 2X	511 TACTICAL UNIFORM S/S POLO SHIRT	1	\$34.99	\$27.00	\$27.00
159	SW439 3X	511 TACTICAL UNIFORM S/S POLO SHIRT	1	\$39.99	\$30.00	\$30.00
160	SW994 SM - XL	5.11 WOMENS PROFESSIONAL S/S POLO	1	\$34.99	\$27.00	\$27.00
161	TR052	MENS SENTRY PLUS TROUSER	1	\$45.99	\$30.00	\$30.00
162	TR764	WOMENS SENTRY PLUS TROUSER	1	\$45.99	\$30.00	\$30.00
163	NO BID	No cargo pocket shorts No bid	0	\$0.00	\$0.00	\$0.00
164	RW121 YL BK SM 3X	SPIEWAK VIZGUARD DUTY REVERSIBLE RAINCOAT	1	\$142.99	\$96.00	\$96.00
165	NO BID	Poplin jacket, No BID	0	\$0.00	\$0.00	\$0.00
166	JA431 SM - 2X	5.11 RESPONSE JACKET	1	\$59.99	\$45.00	\$45.00
167	JA481 3X - 4X	5.11 RESPONSE JACKET	1	\$69.99	\$50.00	\$50.00
168	JA085 SM - XL	3-SEASON JACKET	1	\$42.99	\$23.00	\$23.00
169	JA085 2X - 3X	3-SEASON JACKET	1	\$47.99	\$23.00	\$23.00
170	JA085 4X - 5X	3 SEASON JACKET	1	\$53.99	\$26.00	\$26.00
171	JA331 SM - XL	3 IN 1 DUTY JACKET	1	\$249.99	\$184.00	\$184.00
172	JA331 2X - 4X	3 IN 1 DUTY JACKET	1	\$259.99	\$188.00	\$188.00
173	JA662 XS - 2X	511 STATION JACKET	1	\$109.99	\$71.00	\$71.00
174	JA662 3X	511 STATION JACKET	1	\$119.99	\$74.00	\$74.00
175	NO BID	Bomber Jacket No Bid	0	\$0.00	\$0.00	\$0.00
176	JA138 SM - XL	LINED WINDBREAKER	1	\$17.59	\$14.00	\$14.00
177	JA138 2X - 3X	LINED WINDBREAKER	1	\$20.59	\$14.00	\$14.00
178	JA138 4X - 6X	LINED WINDBREAKER	1	\$23.59	\$14.00	\$14.00
179	ST259 SM - XL	CASHMERE LIKE HIGH GAUGE VNECK LONG SLEEVE UNISEX SWEATER	1	\$46.99	\$25.00	\$25.00
180	ST259 2X	CASHMERE LIKE HIGH GAUGE VNECK LONG SLEEVE UNISEX SWEATER	1	\$52.99	\$25.00	\$25.00
181	ST259 3X	CASHMERE LIKE HIGH GAUGE VNECK LONG SLEEVE UNISEX SWEATER	1	\$55.99	\$28.00	\$28.00
182	ST259 4X	CASHMERE LIKE HIGH GAUGE VNECK LONG SLEEVE UNISEX SWEATER	1	\$57.99	\$30.00	\$30.00
183	ST259 5X	CASHMERE LIKE HIGH GAUGE VNECK LONG SLEEVE UNISEX SWEATER	1	\$61.99	\$30.00	\$30.00
184	NO BID	Sweatvest No Bid	0	\$0.00	\$0.00	\$0.00



0226-1042

**CITY OF KNOXVILLE**  
**REQUEST FOR PROPOSALS**  
**Uniforms Purchase**

**Proposals to be Received by 11:00 a.m., Eastern Time**  
**September 30, 2013**

Submit Proposals to:  
City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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**City of Knoxville  
Request for Proposals**

**Uniform Purchase**

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**CITY OF KNOXVILLE**  
**REQUEST FOR PROPOSALS**  
Uniform Purchase

Submission Form S-1

Proposals To Be Received by 11:00 a.m., Eastern Time, September 30, 2013, in  
Room 667-674, City/County Building, Knoxville, Tennessee.

**IMPORTANT:** Proposers shall include eight (8) hard copies (one original and 7 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **IMPORTANT NOTE:** A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.

Please complete the following:

Legal Name of Proposer: GALLS, LLC  
Address: 1340 RUSSELL CAVE RD LEXINGTON KY 40505  
Telephone Number: 800-876-4242  
Fax Number: 877-914-2557  
Contact Person: STEPHANIE BECKMANN  
Email Address: BECKMAN-STEPHANIE@GALLS.COM  
Signature:   
Name and Title of Signer: KEVIN R. BROWN  
SALES TEAM LEADER

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of Kentucky

County of FAYETTE

KEVIN R BROWN, being first duly sworn, deposes and says that:

- (1) He/She is the Rep of GALLS, LLC, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): Kevin R Brown

Title: SALES Team Leader

Subscribed and sworn to before me this 25<sup>th</sup> day of September, 2013

[Signature]  
NOTARY PUBLIC

My Commission expires 6/15/15

## FORM II

### STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, GALLS, LLC, hereby certify that it is our  
(Bidder/Proposer)

intent to perform 100 % of the work required for the CITY OF KNOXVILLE  
UNIFORM PURCHASE contract.  
(Name of Project)

In making this certification, the Bidder/Proposer states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the "Good Faith Efforts" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: 9/25/2013 COMPANY NAME: GALLS, LLC

SUBMITTED BY: KEVIN R BROWN SALES TEAM LEAD  
(Authorized Representative)

TITLE: SALES LEAD

ADDRESS: 1340 RUSSELL CAVE RD

CITY/STATE/ZIP CODE: LEXINGTON KY 40505

TELEPHONE NO: 800-876-4242



Kevin R. Brown  
Sales Team Leader  
1340 Russell Cave Road  
Lexington, KY 40505-3114  
Ph: 800-876-4242 ext.2197  
[brown-kevin@galls.com](mailto:brown-kevin@galls.com)

City of Knoxville  
Request for Proposals  
Uniform Purchase  
Responses

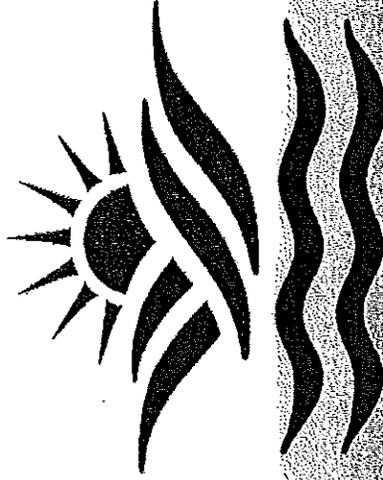
In response to questions/statements on page 6, 5.5

1. We have a 300,000 sqft warehouse and have on the shelf, stock for over 35,000 different skus, We maintain a supply and demand stock method through E3 which tracks month to month usage.
2. If awarded this contract, Galls will establish an online ordering platform specific to your account. It will have the approved items listed for purchase by one individual for the department or each individual can have ordering access, your choice. Once orders are placed, an email is generated which will be sent to the buyer showing in detail what was ordered.
3. Being a dedicated web page will be set up for you, "optimum dates for ordering" is really up to the user. Know that our peak times of year are common to your FY cycle, end of Calendar year and holidays and orders can be delayed at these times.
4. There are 2-3 personnel internally that can be contact Monday – Friday 8am-5pm EST and available for order entry, quotes and questions as needed. We also have a dedicated outside rep that can usually be onsite for mass measurements with as little as a 48hr notice.
5. For in stock items that require no customization, orders usually are in hand 3-5 days after being placed. For customized items, this can take as long as 2 weeks for fulfillment, depending on order needs. For out of stock items, we are at the mercy of the manufacturer which usually means 2 weeks – 4 months for stock replenishment.
6. No, we cannot label garments as union made.
7. Sizing information, order input and reports needed can all be maintained by the departmental administrator.
8. All reports within the B2B (business to business) web are in excel and can be sorted however desired.
9. As long as your account is in our system.
10. Galls has a 30 day, no hassle guarantee for all products except customized items. If you are not happy with the product, send it back in the original packaging and as long as it is re-sellable, we will return it at no cost to you. For any product that has a production

(customization) or manufacturer's defect and reported in the first 30 days, call your rep and we will make arrangements to repair or replace.

11. Yes, each department will have its own separate "view" and there can be multiple levels of admin and approval process for each view (department).
12. Yes, similar construction and embellishments can be priced out to be the same for anyone with that rank. Due to the design and embellishments needed, a Captain's shirt might cost more than a Sgt's shirt but only the difference of the adornments.
13. Allotments can be done either way, automatically reset with set amounts monthly, semi or annually. It can also be managed by the departmental administrator.
14. Also explained in #10 but specifically to embroideries and customization: If the customer has ordered the wrong size style or color, we cannot take those returns as they are forever non-reusable for anyone else.
15. Yes on Pcards. Our web security is equal to any other online purchasing establishments.
16. Yes
17. We will walk the administrators through the initial few orders but are available at any time during normal working hours to help if there are issues.
- 18.

**GALLS<sup>®</sup>**



CITY OF KNOXVILLE

*"Our mission is to passionately provide  
quality products and services to those professionals  
who've chosen to promote and serve the public."*



**GALLS**

# Who We Are

- 1967 Galls was founded
- 1995 acquired by ARAMARK
- 2002 acquired Long Beach Uniform
- 2011 acquired by CI Capital Partners
- 2012 acquired Quartermaster Uniforms
- 2013 acquired Roy Tailors



**GALLS**

**STANDARD SHIPPING TIMES\***

- 1 DAY
- 2 DAYS
- 3 DAYS
- 4 DAYS
- 5 DAYS

\*Excludes shipping available

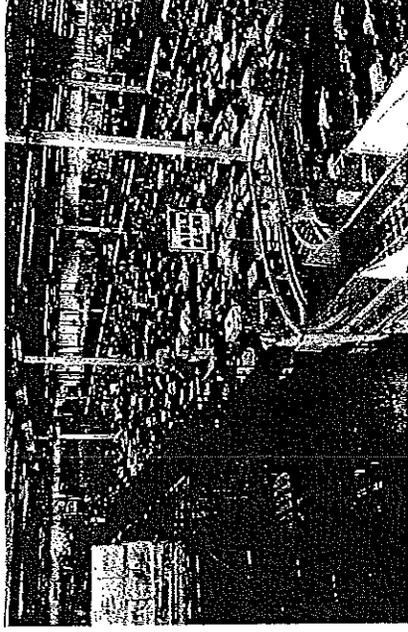
**CORPORATE HEADQUARTERS**

A map of the United States with a star over Tennessee, indicating the corporate headquarters location.

# Galls Resources & Guarantee



- Extensive vendor network & product assortment
  - Over 700 Suppliers
  - Over 300,000 active SKU's
  - 4 Private Label Brands  
(Galls, Duty Pro, Law Pro, & Dynamed)
  - \$38 Million On-Hand Inventory
  - World-class service levels
- Non-embellished orders placed before 5:00 EST ship same day
- Embellished orders ship within 4 days
- Custom apparel program return rates <1% annually
- Extremely loyal customers

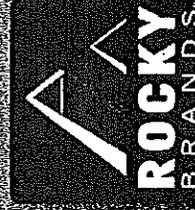
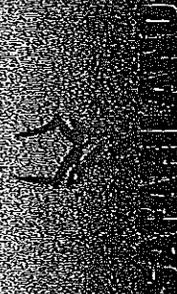


**GALLS**

# The Brands You Depend Upon



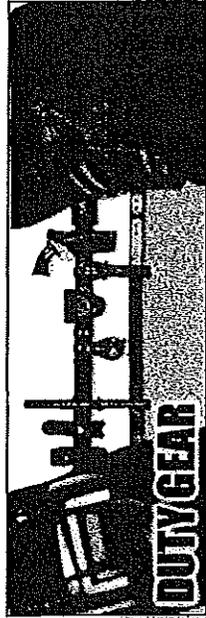
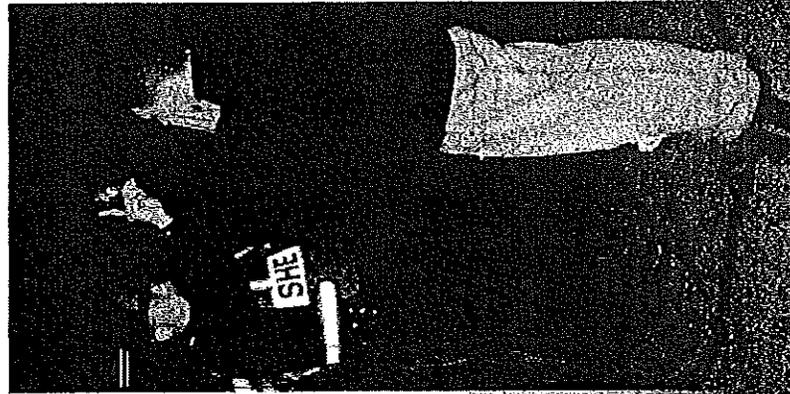
For The Tru Professional



# Quality Products



Extensive product assortment = Single source solution



# GALLS

# A Trusted Partner



*We manage hundreds of custom contract programs  
from 200 to 90,000 uniformed individuals*

- The Galls contract service includes:
- Employee allotment management
  - Guaranteed product specification adherence
  - Department specific inventory
  - Wide selection of customization options
  - Custom patch and embroidery design
  - Free hemming and patch application
  - B2B website development and management
  - Dedicated account management personnel



Each contract program has a dedicated account manager responsible for

# Sampling of Uniform Contracts



Lexington (KY) Police Department  
Columbus Police Department  
San Antonio Fire Department  
**Los Angeles Police Department**  
Cincinnati Police Department  
Los Angeles County Sheriff  
**Maryland State Police**  
Alaska Department of Corrections  
Federal Bureau of Prisons Securitas  
L o o m i s Florida Fish and Wildlife  
Austin Police and Fire Departments  
California Department of Corrections and Rehabilitation  
**Ohio Highway Patrol**  
Kentucky State Police  
Alaska Department of Corrections



# Internet Capabilities

## Secure Log On

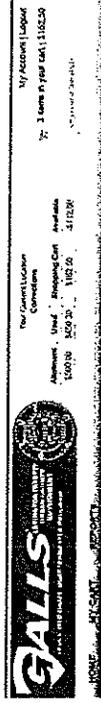
- Individual user name and password
- Log on sets permissions for accessibility (i.e. account visibility, product assortment, approvals, etc.)

## Specified Product Offering

- Only City of Knoxville approved products offered
- Changes to product offering easily accommodated
- Contract specific pricing pre-loaded into Galls order management system

## Contract Specific Embellishments Pre-Loaded

- Patches, emblems, uniforms, heat press, etc. as well as placement pre-loaded into Galls order management system



You have 3 items in your cart

- Corrections
- Class A
- Class B
- Class C
- Number 17 (Shirts - Generalized Layer)
- Utility (shirts)
- Underwear
- Underwear
- Uniforms, Accessories & Supplies
- Shop Gear and Equipment
- Footwear

\*REMINDER: ALL ORDERS MUST BE DELIVERED TO THE SHOWROOM OR YOUR HOME ADDRESS. DELIVERIES TO THE JAIL ARE NOT APPROVED.\*



Our members will receive the best service possible. Each is committed to ensuring optimum quality products for you with the best service around.

# Internet Capabilities Continued



## Order Placement

- Each product image displayed with City of Knoxville specific embellishments
- Drop down menus for sizes and colors

## Checkout Process

- Allows multiple payment options (POs, credit cards)
- Approval levels defined for purchase order transactions (if desired)
  - Up to 3 levels of approvals
  - Emails to approving personnel

## Order History

- Users can access their personal order status and history

These features will allow the administrator to view and track all orders placed through the system.



