

#### **ADDENDUM NO. 4**

DATE: May 13, 2020  
TO: All Proposers  
FROM: Julie Smith Maxwell, Procurement Specialist  
SUBJECT: Addendum No. 4 – Uniform Purchase  
PROPOSALS DUE: May 19, 2020, at 11:00:00 a.m. Eastern Time

This addendum is being published to respond to questions asked by a potential proposer regarding the above-referenced Request for Proposals. This addendum becomes a part of the Contract Document and modifies the original specifications as noted.

**Question 1:** Does a local retailer get any advantage points in the scoring versus out of state?

Response: No. Please refer to the evaluation criteria noted on page 19 of the RFP.

**Question 2:** For the costing portion of the bid. There are several references of items to price with no real specifics item brands, skus or decoration involved. How do we properly price those items? Does the pricing need to be based on a percentage off of retail pricing?

Response: Vendors are encouraged to provide offerings similar in quality to those noted in the RFP. Vendors shall provide actual cost the City would pay for items being proposed. All costs shall include any shipping charges that may apply.

**Question 3:** Will the City provide a copy of the current contract?

Response: Yes. Please see attached contract C17-0300.

**END OF ADDENDUM NO. 4**

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

**Document No. C-17-0300**

**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 (“**CITY**”), and **GALLS, LLC**, 1340 Russell Cave Road, Lexington, Kentucky 40505-3114 (“**GALLS**”).

**WITNESSETH:**

**WHEREAS**, the Purchasing Agent for the City of Knoxville issued a Request for Proposals for the provision of on-line purchasing of approved uniform items for employees of the Knoxville Fire Department, Public Service Department, Knoxville Area Transit, and Parks and Recreation Department (hereinafter “**Products**”); and

**WHEREAS**, the City has evaluated the proposals and has determined that Galls, LLC submitted the best overall proposal; and

**WHEREAS**, Galls, LLC has the necessary skills, equipment and personnel to provide such **Products**; and

**WHEREAS**, the City wishes to execute an Agreement with Galls, LLC for the online purchase of approved garments for City employees of the Knoxville Fire Department, Public Service Department, Knoxville Area Transit, and Parks and Recreation Department.

**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 and Addenda I-II, attached hereto as Exhibit A;
- (C) Galls' Proposal, attached hereto as Exhibit B; and
- (D) Negotiated Price Sheet for Knoxville Fire Department Uniforms, attached hereto as Exhibit C.

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 AND PRODUCTS. Galls shall provide the City with uniforms and other approved garments utilizing a web-based, online catalog for order placement. Galls' website will be capable of limiting each employee's view to the group/department-approved garments in that employee's confirmed sizes. Furthermore, each group/department shall have tiered/ranked garments.

Galls' 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 spending, create/print reports, and change employee's rank/status and authorized sizes.

Galls shall provide a full-time account representative to the City. This representative will be available five (5) 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 representatives 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.

Galls agrees to provide all the Products and services in this Agreement in a satisfactory manner and in strict accordance with Exhibits A-C, including all addenda thereto.

- 1.3 TERM. The base term of this Agreement shall be for no more than 18 months (depending upon commencement of the Agreement) and shall conclude on June 30, 2018 (hereinafter referred to as the "Initial Term") so as to allow any Agreement renewals to coincide with the City's fiscal year calendar. 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 thirty-nine (39) months.

- 1.4 PRICING. All contracted pricing shall remain firm and fixed for the Initial Term. Should the parties agree to extend the Agreement, Galls may adjust the contract price for the Products annually 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 previous 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 Galls has given the City written notice of such change and the City approves the calculation. It shall be Galls' responsibility to effectuate the price changes on the website, and failure of Galls to effect such a change shall not constitute a liability or debt on the part of the City.

- 1.5 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: 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.

The City may, by written notice of default to Galls, terminate the whole or any part of this Agreement if Galls 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.

- 1.6 CONSIDERATION. The City agrees to pay Galls the amounts specified in Exhibit B for the Public Service Department, Knoxville Area Transit, and Parks and Recreation Department and the amounts specified in Exhibit C for the Knoxville Fire Department for uniforms and garment items purchased pursuant to this Agreement, 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 items, and the date the employee purchased the item. The City will pay all undisputed invoices within thirty (30) days of receipt. At no time during the Initial Term will the total consideration paid to Galls under this Agreement exceed THREE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$322,500.00).

**ARTICLE 2.  
NOTICE**

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  
P.O. Box 1631  
Knoxville, TN 37901  
(865) 215-2070

Galls:  
R. Michael Andrews, Jr., CFO  
1340 Russell Cave Road  
Lexington, KY 40505  
800-876-4242  
[penman-justin@galls.com](mailto:penman-justin@galls.com)

cc: Pat Armstrong  
Knoxville Fire Dept.  
600 W. Summit Hill Dr.  
Knoxville, TN 37902  
(865) 595-4476

Melissa Roberson  
Knoxville Area Transit  
30 E. Church Avenue  
Knoxville, TN 37915  
(865) 215-7830

Chad Weth  
Public Service Director  
P.O. Box 1631  
Knoxville, TN 37901  
(865) 215-2060

Joe Walsh  
Parks and Recreation Director  
5930 Lyons View Pike  
Knoxville, TN 37919  
(865) 215-4311

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 \$2,000,000 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. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
  - b. For any claims related to this project, 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 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 Contractor's workers' compensation insurance coverage.
  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 City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
    - b. Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy

will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.

- 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. If Galls cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Galls may, in the alternative, 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' insurance) in the same manner as specified for Galls. Galls shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

Large Deductibles; Self-Insured Retentions. 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.

Waiver of Subrogation Required. 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. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

**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 hereby agrees that it:

- A. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;
- B. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability or familial status or national origin;
- C. Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin;
- 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 affirms 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 therefor, 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 associated therewith as an inducement for the award of a subcontract or order.

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

(a) *Representation of Galls.* 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.

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 Galls 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 Galls or subcontractor under a city contract.

**ARTICLE 7.  
ADA COMPLIANCE**

With regard to the services performed under this Agreement, Galls will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* (“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 any negligent and/or intentional act or omission by Galls, its employees, agents or representatives that violates the ADA. Galls agrees that the City will not be responsible for any costs or expenses arising from Galls’ failure to comply with the ADA.

**ARTICLE 8.  
MISCELLANEOUS PROVISIONS**

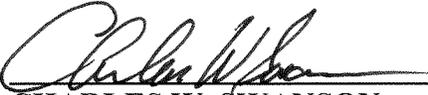
- 8.1 INDEPENDENT CONTRACTOR. Galls shall perform all obligations under this Agreement as an independent contractor; neither it nor its employees shall be considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of the City.
- 8.2 ASSIGNMENT. Galls shall 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 shall 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 that 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 shall 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 AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.
- 8.14 ENTIRE AGREEMENT. This Agreement 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, shall 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:

CITY OF KNOXVILLE

  
\_\_\_\_\_  
CHARLES W. SWANSON  
LAW DIRECTOR

BY:   
\_\_\_\_\_  
MADELINE ROGERO  
MAYOR

DATE: 5/31/17

FUNDS CERTIFIED:

GALLS, LLC

  
\_\_\_\_\_  
JAMES YORK  
FINANCE DIRECTOR

BY:   
\_\_\_\_\_  
TITLE: CFO

Required Documents:  
Certificate of Insurance



Documents to be Attached:

- Exhibit A – City of Knoxville’s Request for Proposals for Uniforms Purchase
- Exhibit B – Galls Proposal
- Exhibit C – Negotiated Price Sheet for Knoxville Fire Department Uniforms



# CERTIFICATE OF LIABILITY INSURANCE

9/30/2017

DATE (MM/DD/YYYY)  
4/26/2017

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Lockton Companies 76 Batterson Park Road Farmington CT 06032 860-678-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Company		23035
INSURER B : Liberty Insurance Corporation		42404
INSURER C : Chubb Custom Insurance Company		38989
INSURER D : Navigators Specialty Insurance Company		36056
INSURER E :		
INSURER F :		

INSURED  
1345090 Galls, LLC  
1340 Russell Cave Road  
Lexington KY 40505

**COVERAGES** CERTIFICATE NUMBER: 14634786 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	TB7-Z11-261104-036	9/30/2016	9/30/2017	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 - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Comp: \$1,000 X Coll: \$1,000	Y	Y	AS2-Z11-261104-026	9/30/2016	9/30/2017	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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	79940689	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7-Z11-261104-016	9/30/2016	9/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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	Y	Y	IS16EXC884525IC	9/30/2016	9/30/2017	Limit: \$15,000,000; XS \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
C-17-0300 City of Knoxville its officials, officers, employees and volunteers are included as additional insured on the general liability, auto liability and umbrella liability as required by written contract. Waiver of Subrogation applies in favor of the additional insured as per written contract.

**CERTIFICATE HOLDER**

14634786  
City of Knoxville  
400 Main Street, Suite 699  
Knoxville TN 37901

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number TB7-Z11-261104-036  
 Issued by Liberty Insurance Corp.

**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 workers" 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".

**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

In the states of FL, IA, NE and OR, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

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

In the state of DC, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$0 per policy.

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

In the states of NY and TN, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of VA, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z11-261104-016

Effective Date

Premium \$

Issued to Galls LLC



Policy Number AS2-Z11-261104-026  
Issued by Liberty Mutual Fire Insurance Co.

**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
- XVII. 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, Paragraph 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".

Policy Number AS2-Z11-261104-026  
Issued by Liberty Mutual Fire Insurance Co.

"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

Subparagraphs 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.

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- b. 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 XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - 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 XVII 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

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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 A.4. Coverage Extensions 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:



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- (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 Paragraph C. 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.

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Issued by Liberty Mutual Fire Insurance Co.

**Schedule**

**Premium**

Liability \$360 FC  
Physical Damage \$240 FC  
Total Premium \$600 FC

**V. Fellow Employee  
Schedule of Employees:**

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

<b>XVIII. Drive Other Car</b>	<b>LIAB</b>	<b>MP</b>	<b>UM</b>	<b>UIM</b>	<b>COMP</b>	<b>COLL</b>
<b>Name of Individual</b>						
Not Applicable						

**XX. Notice of Cancellation or Nonrenewal**  
**Name and Address**

**Number of Days**

30

This endorsement applies in all states except:  
FL, KS, HI, NY, VA

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

**Contract**

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

---

**Coverage/  
Excess Follow-Form  
Coverage A**


Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured**, that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance**; or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

---

**Coverages/  
Umbrella Coverage B**
**Bodily Injury And  
Property Damage  
Liability Coverage**

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;



**Conditions****Maintenance Of Underlying Insurance And Underlying Limits**  
(continued)

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

**Other Insurance**

If other valid and collectable insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

This insurance is not subject to the terms or conditions of any **other insurance**.

**Separation Of Insureds**

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

**Titles Of Paragraphs**

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

**Transfer Of Rights And Duties**

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

**Transfer Or Waiver Of Rights Of Recovery Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.



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**Conditions****Transfer Or Waiver Of  
Rights Of Recovery  
Against Others  
(continued)**

Any amount recovered will be apportioned as follows:

- first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have incurred, including costs or expenses of such recovery proceedings.
- Then, you are entitled to claim for any further amount recovered.

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**When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the first named **insured** stated in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

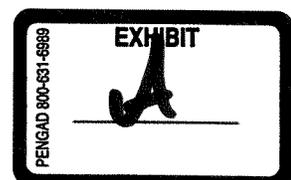
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**CITY OF KNOXVILLE**  
**REQUEST FOR PROPOSALS**  
**Uniforms Purchase**

**Proposals to be Received by 11:00:00 a.m., Eastern Time  
December 6, 2016**

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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Knoxville Area Transit (KAT)	
Public Service Department	
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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. Five City departments will be making purchases at the outset of the contract, but 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 ..... November 11, 2016

Deadline for questions to be submitted (in writing) to the  
Purchasing Agent ..... November 29, 2016

**Proposals Due Date ..... December 6, 2016**

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 an 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 November 29, 2016.** Questions can be submitted by letter, fax (865-215-2277), or email to [jmcclelland@knoxvilletn.gov](mailto:jmcclelland@knoxvilletn.gov). 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.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/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 120 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.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/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. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.14 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

## 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 Local Fittings: The City will entertain proposals that offer local 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.

5.3 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.

5.4 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

5.5 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.

5.6 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 participating City of Knoxville departments making uniform purchases.
- 6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4 Independent Contractor. 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 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.
- 6.6 Indemnification and Hold Harmless. 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 Termination. 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 Insurance. 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. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(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.
- 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. Proof of policy provisions regarding notice of cancellation will be required.

- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- 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.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, 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.
- Large Deductibles; Self-Insured Retentions. 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 ability as determined by the City.
- Waiver of Subrogation Required. 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. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation

dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. 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. the Contractor hereby takes notice of and affirms 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. Section 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 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.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, 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. Section 2-1050. Gratuities and Kickbacks Prohibited.

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 associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of 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. Section 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.

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.

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

6.14 Licenses. 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. 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.

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

6.16 Governing Law and Venue. 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.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

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

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the 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.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the 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 the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor 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 the Contractor's services hereunder.

6.22 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 the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 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.

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

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

## **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 November 11, 2016, 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.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

### **7.2 Submission Information**

Proposals shall include nine (9) hard copies (one original and eight duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); 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 submissions; do not email your submission.**

Proposals will be received until 11:00:00 a.m. (Eastern Time) on December 6, 2016. 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

**IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Uniforms.”** Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

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. Iran Divestment Act Certification of Noninclusion

- D. Form I or II from Equal Business Opportunity Program
- 4. Body of Proposal: Information which addresses issues outlined in Section V

NOTE: The Submission Form S-1, the Non-Collusion Affidavit, the Iran Divestment Act Certification of Noninclusion, and the Equal Opportunity Business Program (EBOP) packet are provided 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.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. 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.**

Proposals shall include nine (9) hard copies (one original and eight duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); 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 submissions; do not email your submission.**

**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 \_\_\_\_\_

**IRAN DIVESTMENT ACT of 2014**  
 Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the State of South Carolina's list, available here:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

**NOTARY PUBLIC:**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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 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: \_\_\_\_\_

## **Appendix**

### **Approved Uniform Lists for Participating Departments**

Knoxville Fire Department, Knoxville Area Transit (KAT), Public Service Department,  
Parks and Recreation Department, and Engineering Department

Vendors invited for interviews/website demonstrations will be expected to bring garments comparable to the garments listed for Committee review.

**IMPORTANT NOTICE:** Any brand name stated below is descriptive, **not** restrictive, and is included to indicate type and quality desired. Bids on brands of like nature and quality will be considered.

**APPROVED UNIFORM LIST  
Knoxville Fire Department**

<b>STYLE #</b>	<b>MANUFACTURER</b>	<b>DESCRIPTION</b>
6002	Fechheimer	SS Med. Blue Command Shirt Firewear
6022	Fechheimer	LS Med. Blue Command Shirt Firewear
7002	Flying Cross	SS Med. Blue Command Shirt 100% Cotton
7022	Flying Cross	LS Med. Blue Command Shirt 100% Cotton
41060	5.11	SS Navy Polo Mens & Ladies
42056	5.11	LS Navy Polo Mens & Ladies
71182	5.11	SS White Polo Mens & Ladies
72360	5.11	LS White Polo Mens & Ladies
85R7800	Flying Cross	SS White Command Shirt Mens
33W7800	Flying Cross	LS White Command Shirt Mens
176R7800	Flying Cross	SS White Command Shirt Ladies
126R7800	Flying Cross	LS White Command Shirt Ladies
40016	5.11	Tactical Utili T-Shirts SS 3 Pack (White or Dark Navy)
5190P	Hanes	Navy T-Shirt w/Pocket
5180	Hanes	Navy T-Shirt w/o Pocket
72321	5.11	Navy Fleece Job Shirt
700	Fechheimer	Navy Sweater
710	Fechheimer	Navy Sweater w/Windstopper
2410	Tru-Spec	Navy H2O Proof 3-In-1 Parka
48001	5.11	Navy 3 in 1 Parka w/ or w/o High Vis. Marking
48017	5.11	Navy 5 in 1 Jacket w/ or w/o High Vis Marking
48016	5.11	Response Jacket
400/402	Workrite	Midnight Navy Trousers Nomex
401	Workrite	Mdinburgh Navy Trousers Nomex Ladies
74302	5.11	Navy Tactical Station Wear Pants 100% Cotton Twill
74398	5.11	Navy Tactical Firefighting Stationwear Pants 100% Cotton Twill
74251	5.11	Navy Tactical Pants 100% Cotton Canvas Mens
64302	5.11	Navy Trousers 100% Cotton Twill Ladies
64303	5.11	Navy Trousers Cargo 100% Cotton Twill Ladies
64355	5.11	Navy Trousers Canvas 100% Cotton Ladies
H48200	Fechheimer	Navy Trousers Polyester Blend
H48200W	Fechheimer	Navy Trousers Polyester Blend
38200	Fechheimer	Navy Trousers Dress or Class "A" Polyester
38200W	Fechheimer	Navy Trousers Dress or Class "A" Polyester
38169	Fechheimer	Navy Command Jacket Ike Style
38804	Fechheimer	Navy Dress Coat Double Breasted (Class A)
		Rain Jacket
		Rain Pants
		Navy Shorts Sleepwear Cotton

appearance and quality of those on the list.

With approval. Substitutions may be allowed on uniform pants and shirts if they meet or exceed NFPA compliance ( 100% Cotton or "Firewear" type/style

\*Socks on list may be substituted with socks of equal or superior quality and meet the requirements of NFPA.

\*ANY OTHER SUBSTITUTIONS OR ITEMS TO BE ADDED MUST BE APPROVED BY CHIEF SHARP AND/OR DEPUTY CHIEF MORRIS.

## BADGE INFORMATION

### **Assistant Chief Coat Badge, Model #S153 format:**

- A. ASST. CHIEF
- C. CITY OF KNOXVILLE
- D. Three Upright Bugles (#C176)
- E. FIRE DEPT.
- G. TENN

Metal Finish: Gol-Ray

Lettering Enamel: Hard

Font: Block (Standard)

Lettering Color: Blue

Solid Back

Attachment: Pin & Safety Catch

Shape: Flat

### **Assistant Chief Cap Badge, Model #M11A format:**

- A. ASST. CHIEF
- C. CITY OF KNOXVILLE
- D. Three Upright Bugles (#C176)
- E. FIRE DEPT.
- G. TENN

Metal Finish: Gol-Ray

Lettering Enamel: Hard

Font: Block (Standard)

Lettering Color: Blue

Solid Back

Attachment: Screw Post

Shape: Flat

### **Captain Coat Badge, Model #S153 format:**

- A. CAPTAIN
- C. CITY OF KNOXVILLE
- D. Two Upright Bugles (#C182)
- E. FIRE DEPT.

G. Numbers as follows: **USE YOUR CORRECT BADGE NUMBER**

Metal Finish: Gold

Lettering Enamel: Hard

Font: Block (Standard)

Lettering Color: Blue

Shell Back

Attachment: Pin and Safety Catch

Shape: Flat

**Captain Cap Badge, Model #M11A format:**

A. CAPTAIN

C. CITY OF KNOXVILLE

D. Two Upright Bugles (#C182)

E. FIRE DEPT.

G. TENN

Metal Finish: Gold

Lettering Enamel: Hard

Font: Block (Standard)

Lettering Color: Blue

Shell Back

Attachment: Screw Post

Shape: Flat

**Master Coat Badge, Model #S153 format:**

A. MASTER

C. CITY OF KNOXVILLE

D. Two Upright Bugles (#C182)

E. FIRE DEPT.

G. Numbers as follows: **USE YOUR CORRECT BADGE NUMBER**

Metal Finish: Rhodium

Lettering Enamel: Hard

Font: Block (Standard)

Lettering Color: Black

Shell Back

Attachment: Pin and Safety Catch

Shape: Flat

**Master Cap Badge, Model #M11A format:**

A. MASTER

C. CITY OF KNOXVILLE

D. Two Upright Bugles (#C182)



6377	FlexFit	Navy Ballcap (Summer & Winter)
07GV8D8	Fechheimer	White Cap (Chief Officers)
07G02D0	Fechheimer	White Cap (Captains)
07N0ZC0D	Fechheimer	Navy Cap (Firefighters, Sr FF, Mstr FF)
		Navy Socks
		White Boot Socks
59047	5.11	6" Crew Sock Black
834-6087	Thorogood	Black Boot 8" Mens
834-6086	Thorogood	Black Boot 6" Mens
524-6087	Thorogood	Black Boot 8" Ladies
534-6086	Thorogood	Black Boot 6" Ladies
804-6369	Thorogood	14" Power Waterproof HV Structural Bunker Boot
834-6130	Thorogood	Black Oxfords
6050	Tiger	Black Belt
5121U	Duty Man	BW Velcro Waist Belt
59405	5.11	1 3/4" Operator Belt
59409	5.11	1 1/2" Trainer Belt
41VTOBK	Blackhawk	Instructors Belt
90063-45095	Broome	Black Tie Clip-on
314	Ringers	Rescue Gloves
APG30	Hatch	Gloves
L2 200-01		Glove Leash - Black
	Burlane	Name Tag
	Blackington	Collar Rank Insignia Various Single & Crossed Bugles
		Badges (See Pages 3 - 6)
DK440		Badge Holder Plain
DK612		Wallet w/Badge Holder
90513	Streamlight	Survivor LED Charger/Holder w/
56970	Streamlight	Vantage LED Helmet Light
SWMP3S	Smith & Wesson	Fireman Knife
SWFRS	Smith & Wesson	Fireman Knife
SW911	Smith & Wesson	Knife - S & W First Response
68244		4aa Propolymer Lux LED Light
56876	5.11	Responder 72 Backpack
56871	5.11	Responder 24 Backpack
56877	5.11	Red 2400 Bag
PBG081	Premier Emblem	Navy Gear Bag
3000	AHUS Athletic	Red Turnout Bag
ZT57		Cuff Key 4 Punch Pin
804-6378		Rubber Helmet Bands
		Body Specs Safety Glasses 04900-099-00287

\*Name embroidery on Items

\*With approval. Boots with zippers may be substituted if they meet or exceed the

E. FIRE DEPT.

G. TENN

Metal Finish: Rhodium

Lettering Enamel: Hard

Font: Block (Standard)

Lettering Color: Black

Shell Back

Attachment: Screw Post

Shape: Flat

**Senior Coat Badge, Model #S153 format:**

A. SENIOR

C. CITY OF KNOXVILLE

D. One Upright Bugle (#C180)

E. FIRE DEPT.

G. Numbers as follows: **USE YOUR CORRECT BADGE NUMBER**

Metal Finish: Rhodium

Lettering Enamel: Hard

Font: Block (Standard)

Lettering Color: Black

Shell Back

Attachment: Pin and Safety Catch

Shape: Flat

**Senior Cap Badge, Model #M11A format:**

A. SENIOR

C. CITY OF KNOXVILLE

D. One Upright Bugle (#C180)

E. FIRE DEPT.

G. TENN

Metal Finish: Rhodium

Lettering Enamel: Hard

Font: Block (Standard)

Lettering Color: Black

Shell Back

Attachment: Screw Post

Shape: Flat

**Firefighter Coat Badge, Model #S153 format:**

A. FIREFIGHTER

C. CITY OF KNOXVILLE  
D. Number as follows: **USE YOUR CORRECT BADGE NUMBER**  
E. FIRE DEPT.  
G. TENN  
Metal Finish: Rhodium  
Lettering Enamel: Hard  
Font: Block (Standard)  
Lettering Color: Black  
Shell Back  
Attachment: Pin and Safety Catch  
Shape: Flat

**Firefighter Cap Badge, Model #M11A format:**

A. FIREFIGHTER  
C. CITY OF KNOXVILLE  
E. FIRE DEPT.  
G. TENN  
Metal Finish: Rhodium  
Lettering Enamel: Hard  
Font: Block (Standard)  
Lettering Color: Black  
Shell Back  
Attachment: Screw Post  
Shape: Flat

## KAT OPERATOR UNIFORMS

POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND  
PORT AUTHORITY S/S EASY CARE SHIRT  
PRO FEET PERFORMANCE LOW CUT 6 PACK  
QUARTER BOOT  
RECON ANKLE SOCKS  
RECON TRAINER  
REDBACK BLACK LEATHER RESCUE BOOT  
REEBOK JORIE ATHLETIC OXFORD  
REEBOK RAPID RESPONSE ATHLETIC OXFORD  
RIDGE COOL MAX DUTY SOCK  
ROCKPORT MENS PRO WALKER ATHLETIC OXFORD  
ROCKY PRO CELL LEATHER CHUKKA  
ROCKY SLIP STOP OXFORD  
ROCKY SLIP STOP OXFORD  
ROCKY TMC ATHLETIC OXFORD BLK  
ROCKY WOMENS TMC ATHLETIC  
S/S DELUXE 50/50 PIQUE POLO  
S/S DELUXE 50/50 PIQUE POLO  
S/S DELUXE 50/50 PIQUE POLO  
Safariland's Buckleless Inner Trousers Belt  
SCREENPRINTED RAIN JACKET W/DETACHABLE HOOD  
SHOES OXFORD STYLE WOMENS  
SIGNATURE DUTY JACKET  
SLEEVELESS V NECK VEST  
SPIEWAK VIZGUARD DUTY REVERSIBLE RAINCOAT  
STREET PRO GEAR BAG  
SWEATER W/ELBOW PATCHES  
TACT SQUAD BOMBER JACKET  
TACTICAL BACKPACK  
TACTICAL S/S POLO  
THOROGOOD ASR OXFORD  
TOMMIE COPPER VITALITY FULL FINGER GLOVE  
TOMMIE COPPER WOMEN'S JOURNEY COMPRESSION SHIRT  
TOMMIE COPPER WOMEN'S LIBERATE COMPRESSION SHIRT  
TOMMIE COPPER WOMEN'S RISE ABOVE COMPRESSION  
TIGHTS  
TOMMIE COPPER WOMEN'S VITALITY FULL FINGER GLOVE  
TOMMIE COPPER MEN'S FAST TRACK COMPRESSION  
RUNNING TIGHTS  
UA CHETCO TAC  
UA INFIL GTX WP DUTY BOOT  
UA TACTICAL MID GTX QUARTERBOOT  
UA VALSETZ RTS  
UA VALSETZ RTS SIDE ZIP

UA VALSETZ SIDE ZIP DUTY BOOTS  
UA VALSETZ VENOM LOW  
UNDER ARMOUR CHARGED COTTON NO SHOW SOCK  
UNDER ARMOUR COLD GEAR LITE BOOT SOCK BLACK  
UNDER ARMOUR CUSHION BOOT SOCK  
UNDER ARMOUR MENS VALSETZ TACTICAL BOOT  
UNDER ARMOUR WOMENS VALSETZ TACTICAL BOOT  
UNIFORM DRESS SOCKS  
UNIFORM DRESS SOCKS  
UNITED UNIFORM SAFETY VEST  
V FLEX COTTON TWILL BALL CAP  
VEA BREATHABLE WATERPROFF TWO TONE RAIN PANTS  
VELCRO TIE W/BUTTON  
WINTER BLACKOUT GLOVE  
WM01 2168 MENS ALPHAFORCE OXFORD  
WOMENS 75/25 POLY/WOOL TROUSERS  
WOMEN'S GRABBERS PLAIN TOE OXFORD  
WOMEN'S L/S POLY/COTTON SHIRT  
WOMENS L/S NAVIGATOR SHIRT  
WOMENS NEW DIMENSION 4 PKT TROUSER  
WOMENS NEW GENERATION STRETCH TROUSER  
WOMENS POLY LASTIC TROUSER  
WOMENS POLYESTER TROUSERS  
WOMENS RECOVERY COMPRESSION DRESS CREW SOCKS  
WOMEN'S REEBOK 8IN SIDE ZIP DUTY BOOT  
WOMEN'S REEBOK ATHLETIC COMP TOE OXFORD  
WOMEN'S REEBOK ATHLETIC OXFORD  
WOMEN'S REEBOK ATHLETIC OXFORD  
WOMEN'S REEBOK WATERPROOF COMP TOE SPORT HIKER  
BOOT  
WOMEN'S S/S DAC/COT UNIFORM SHIRT  
WOMENS S/S NAVIGATOR SHIRT  
WOMENS SENTRY PLUS TROUSER  
WOMENS STEALTH FORCE 8.0 WP SIDEZIP DUTY BOOT  
WRINKLE RESISTANT 100% COTTON WORK PANT  
YAKTRAX PRO BLACK

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Must be able to provide a wide range of sizes, particularly plus-sized in both men and women's clothing.

All shirts, jackets, caps, and sweaters must have KAT logo, embroidered or KAT patch. Oxford shirts should bear patch.

## **PUBLIC SERVICE UNIFORMS**

DR SCHOLL'S MASSAGING GEL WORK INSOLES MEN  
GALLS CUSHIONED BOOT SOCKS  
100PCT COTTON BOOT/TUBE SOCKS  
THE LIBERATOR BOOT SOCK  
3-PACK LAWPRO BOOT SOCKS (BLACK WITH GREY TOE)  
PRO FEET PERFORMANCE LOW CUT 6 PACK  
UA TAC FRIEND OR FOE CAP  
CHILL ITS 8935CT EVAP. CLASS HEADWEAR RANGER HAT W/ CT  
CORNERSTONE ANSI SAFETY CAP ORANGE  
5P TWILL ARMSTRONG BALLCAP  
ACRYLIC WATCH CAP WITH THINSULATE  
MESH BACK POLY/COTTON BALL CAP  
TACTICAL STRETCH FIT BEANIE  
V FLEX COTTON TWILL BALL CAP  
VISOR 100% COTTON  
THREE SEASON JACKET  
PREMIUM FOUR-WAY BLACK BOTTOM BOMBER JACKET  
3 SEASON JACKET  
HI VIZ BOMBER JACKET  
LAW PRO LINED WINDBREAKER  
RED KAP INSULATED TWILL COVERALL  
RED KAP S/S SPEEDSUIT  
CLASSIC THREE-WAY BLACK BOTTOM BOMBER  
HI-VIS ANSI CLASS III ZIP-FRONT HOODED FLEECE JACKET  
LEATHER TROUSER BELT  
5.11 TDU BELT 1.5IN PLASTIC BUCKLE  
ANSI 3 HI-VIS REFLECTIVE RAIN PANT  
ANSI 3 HI-VIS REFLECTIVE RAIN JACKET  
RED KAP 65/35 L/S WORK SHIRT  
MENS INDUSTRIAL S/S WORK SHIRT  
CLASSIC LIGHTWEIGHT CREW NECK SWEATSHIRT  
PREMIUM WICKING CREW NECK SWEATSHIRT  
GALLS 11IN DUTY BOOT SOCK (10-13)  
511 TACTICAL MENS DUTY SOCK  
5.11 MENS LEVEL 1 9IN SOCKS  
MENS POLY/COTTON L/S EASY CARE SHIRT  
LADIES POLY/COTTON L/S EASY CARE SHIRT  
PORT AUTHORITY S/S EASY CARE SHIRT  
WRANGLER MENS L/S CANVAS SHIRT  
WRANGLER MENS S/S CANVAS SHIRTS  
I.C.E. PERFORMANCE POLO  
PORT AUTHORITY LADIES SILK TOUCH S/S SPORT SHIRT  
SPORTSHIRT 100% COTTON PIQUE  
PORT AUTHORITY S/S PIQUE KNIT POLO  
SPORTSHIRT 100% COTTON PIQUE

PORT AUTHORITY L/S PIQUE KNIT POLO  
MENS ICE LONG SLEEVE POLO SHIRT  
WOMENS ICE SHORT SLEEVE POLO SHIRT  
SHIRT L/S 65/35 NAVY  
SHIRT L/S 65/35 NAVY  
ORIGINAL 574 L/S WORKSHIRT  
DICKIES SHORT SLEEVE WORK OUT SHIRT  
ANSI CLASS II LIGHTWEIGHT ZIP HOODIE  
OCCUNOMIX CLASSIC LIGHTWEIGHT HOODIE CLASS 2  
PREMIUM ANSI CLASS 3 HOODIE SWEATSHIRT  
WOMENS SS WORK SHIRT  
PERFORMANCE S/S POLO  
511 1/4 ZIP JOB SHIRT  
5.11 Tactical Pants  
511 TACTICAL SHORTS  
WRINKLE RESISTANT 100% COTTON WORK PANT  
DUTYPRO POLYESTER UNIFORM TROUSERS  
WRANGLER MENS CANVAS FUNCTIONAL SHORT  
WRANGER MENS CANVAS PLAIN WORK PANT  
511 TAC LITE PANTS  
WOMENS TACLITE PRO PANT  
GALLS G-TAC TACTICAL PANT  
CLASSIC WICKING ANSI S/S SHIRT  
100% COTTON L/S POCKET TEE SHIRT  
50% COTTON 50% POLY L/S POCKET TEE SHIRT  
100% COTTON L/S POCKET TEE SHIRT  
ENHANCED VISIBILITY DOUBLE KNEE WORK PANT  
LIGHTWEIGHT TACTICAL TROUSERS  
MENS PLEATED POLY/WOOL PANTS  
MENS NVY 100%POLY PANT OS1  
WOMENS LIGHTWEIGHT TACTICAL TROUSERS  
REDKAP INDUSTRIAL CARGO PANT KHAKI 40  
INDUSTRIAL CARPENTER JEAN

**PARKS AND RECREATION**

All with City Parks & Recreation Logo:

Short Sleeve & long sleeve cotton or blend T-shirts

Moisture-wicking or tri-blend short-sleeve T-shirts

Lightweight jackets

Fleece pullovers

Cotton polos (long & short sleeve)

Long-sleeve button up shirts

Sweatshirts (hooded & non-hooded)

**ENGINEERING**

Want to allow same shirts and pants as Public Service EXCEPT the following:

TR190 – 5.11 Tactical Shorts

TU883 – Dickies Indigo Carpenter Jeans

TR473 – Wrangler Functional Work Shorts



## **ADDENDUM NO. I**

DATE: November 29, 2016  
TO: All Proposers  
FROM: Janice McClelland, Assistant Purchasing Agent  
SUBJECT: Addendum No. 1 – Uniform Purchase  
PROPOSALS TO BE OPENED: December 5, 2016, at 11:00:00 a.m.

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

### **Item II. Questions Submitted to the Office of the Purchasing Agent**

- 1. I notice you listed a bunch of different items, but did not include any pricing pages. Also, you did not list any quantities for the items listed. Do you want a price for just one item and determine from there? If there are no pricing pages, can an Excel spreadsheet work?**

Please provide per each pricing for the items listed. You may provide those prices on a spreadsheet, if you like, as long as it is printed out and included in your proposal.

- 2. We're primarily a sporting goods company. There are a handful items on the pages for Fire, KAT operators, and Public Service that we could match, but we primarily focus on Parks and Recreation departments (which you listed some items for). Can we simply bid on the items for the Parks and Rec?**

The Request for Proposals states that the City reserves the right to make multiple awards if it is in the City's best interest. Proposers may offer only those items that they can provide. Such proposers should note, however, that this is not a "low price gets it" Invitation to Bid. It is a Request for Proposals where the City may well determine that it is in our best interest to work with a single company that can provide the greatest bulk of needed items in the quality and turn-around that works best with City operations.

- 3. Is this an all-or-nothing bid or can we only list the items that we can bid on? Like I said, there are a lot of items on this bid (like badges, for one) that we simply do not offer.**

Please see the previous response.

- 4. It would be more prudent for us to put the electronic copy on a flash-drive instead of a CD. Is that a method that would be acceptable? And are 9 hard copies necessary?**

No, we must have a CD: flash drives are not acceptable. Yes, nine hard copies are necessary or we would not have asked for them.

- 5. Can I have a copy of the current contract?**

A link to the current contract is now available alongside the Request for Proposals.

- 6. Are all the garments embroidered or screen printed?**

At present, garments are embroidered. Proposals are welcome to offer screen printing as well.

- 7. Quantities do I need to quote?**

Please see Question 1 above.

- 8. Can I see the current website?**

The current website is cloud-based and only accessible with log-ins provided by the current contract holder.

**END OF ADDENDUM NO. I**

## **ADDENDUM NO. II**

DATE: November 30, 2016  
TO: All Proposers  
FROM: Janice McClelland, Assistant Purchasing Agent  
SUBJECT: Addendum No. 2 – Uniform Purchase  
PROPOSALS TO BE OPENED: December 6, 2016, at 11:00:00 a.m.

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

### **Clarification of Due Date**

The correct date and time for submission of proposals is 11:00:00 a.m. on December 6, 2016.

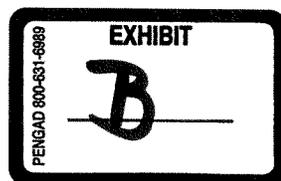
### **Change in Term of Agreement**

The RFP states that the agreement will be for one year with two optional one-year renewals. This is hereby changed to the following: "The base term of the agreement shall be for no more than 18 months (depending upon commencement of the agreement) and shall conclude on June 30, 2018; the base term will be followed by two optional one-year renewals." The base term is being extended to allow any agreement renewals to coincide with the fiscal year calendar.

**END OF ADDENDUM NO. II**



City of Knoxville  
Request for Proposals  
Uniforms Purchase  
Galls, LLC Response





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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.**

Proposals shall include nine (9) hard copies (one original and eight duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); 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 submissions; do not email your submission.**

**Please complete the following:**

**Legal Name of Proposer:** Galls, LLC

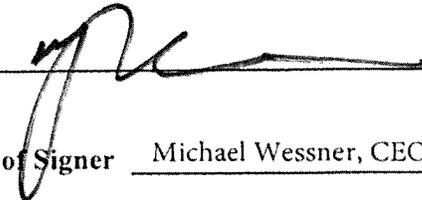
**Address:** 1340 Russell Cave Rd., Lexington, KY 40505

**Telephone Number:** 800-876-4242

**Fax Number:** 877-914-2557

**Contact Person:** Nicolas Milford

**Email Address:** milford-nicolas@galls.com

**Signature:** 

**Name and Title of Signer** Michael Wessner, CEO

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

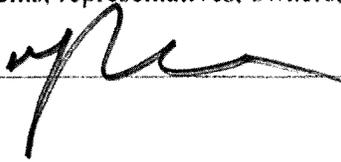
NON-COLLUSION AFFIDAVIT

State of Kentucky

County of Fayette

Michael Wessner, being first duly sworn, deposes and says that:

- (1) He/She is the CEO 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.

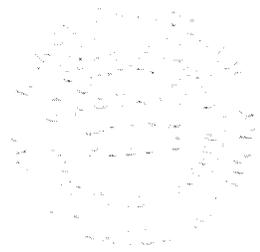
(Signed): 

Title: CEO

Subscribed and sworn to before me this 30<sup>th</sup> day of November, 2016

  
NOTARY PUBLIC

My Commission expires 5/3/18

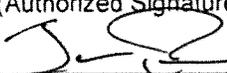


**IRAN DIVESTMENT ACT of 2014**  
 Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the State of South Carolina's list, available here:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf)

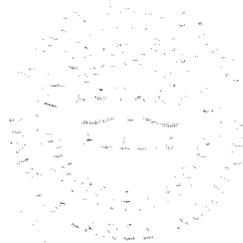
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed) Galls, LLC	Address 1340 Russell Cave Rd. Lexington, KY 40505
By (Authorized Signature) 	Date Executed 11/30/16
Printed Name and Title of Person Signing Justin Penman, Contract Compliance Manager	

NOTARY PUBLIC: Nancy Paulover

Subscribed and sworn to before me this 30<sup>th</sup> day of November, 2016.

My commission expires: 5/3/18





## 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.

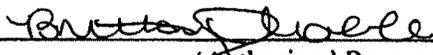
AND

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: 12/1/16 COMPANY NAME: Galls, LLC

SUBMITTED BY:   
(Authorized Representative)

TITLE: Sales Team Leader

ADDRESS: 1340 Russell Cave Rd.

CITY/STATE/ZIP CODE: Lexington, KY 40505

TELEPHONE NO: 800-876-4242



Pro Forma Invoice

Galls, LLC  
 1340 Russell Cave Road  
 Lexington, KY 40505  
 800-876-4242 phone  
 877-914-2557 fax

Attention: City of Knoxville  
 Account Number  
 Name KAT OPERATOR UNIFORMS  
 Street Address  
 City & State

Ship to  
 Street Address  
 City & State

PO Number  
 Order Date 12/5/2010  
 Order #

	Item #	Description	Qty	Retail	Your Price	Ext. Total
1	TR651	POLY COTTON TWILL WOMENS TROUSERS W/ FLEX WAISTBAND	1	\$62.99	\$43.00	\$43.00
2	SR939	PORT AUTHORITY S/S EASY CARE SHIRT	1	\$29.99	\$17.00	\$17.00
3	FX057	PRO FEET PERFORMANCE LOW CUT 6 PACK	1	\$11.99	\$8.50	\$8.50
4	FX070	QUARTER BOOT	1	\$54.99	\$34.00	\$34.00
5	FW711	RECON ANKLE SOCKS	1	\$8.99	\$10.00	\$10.00
6	FW710	RECON TRAINER	1	\$71.99	\$80.00	\$80.00
7	FW406	REDBACK BLACK LEATHER RESCUE BOOT	1	\$287.00	\$302.00	\$302.00
8	FW786	REEBOK JORIE ATHLETIC OXFORD	1	\$59.99	\$55.00	\$55.00
9	FW800	REEBOK RAPID RESPONSE ATHLETIC OXFORD	1	\$89.99	\$75.00	\$75.00
10	SP577	RIDGE COOL MAX DUTY SOCK	1	\$7.39	\$6.00	\$6.00
11	FW452	ROCKPORT MENS PRO WALKER ATHLETIC OXFORD	1	\$118.99	\$122.00	\$122.00
12	SP750	ROCKY PRO CELL LEATHER CHUKKA	1	\$99.99	\$89.00	\$89.00
13	SP138	ROCKY SLIP STOP OXFORD	1	\$80.99	\$75.00	\$75.00
14	FW032	ROCKY SLIP STOP OXFORD	1	\$81.99	\$76.00	\$76.00
15	SP633	ROCKY TMC ATHLETIC OXFORD BLK	1	\$134.99	\$125.00	\$125.00
16	SP656	ROCKY WOMENS TMC ATHLETIC	1	\$129.99	\$124.00	\$124.00
17	ST183	S/S DELUX 50/50 PIQUE POLO	1	\$28.99	\$22.00	\$22.00
18	LP071	SAFARILANDS BUCKLELESS INNER TROUSER BELT	1	\$34.99	\$34.00	\$34.00
19	RW092	SCREENPRINTED RAIN JACKET W/DETACHABLE HOOD	1	\$27.99	\$17.00	\$17.00
20	SP143	SHOES OXFOD STYLE WOMENS	1	\$124.00	\$122.00	\$122.00
21	JA838	SIGNATURE DUTY JACKET	1	\$199.99	\$170.00	\$170.00
22	ST225	SLEEVELESS V NECK VEST	1	\$31.99	\$21.00	\$21.00
23	RW121	SPIEWAK VIZGUARD DUTY REVERSIBLE RAINCOAT	1	\$149.99	\$113.00	\$113.00
24	BG006	STREET PRO GEAR BAG	1	\$39.99	\$22.00	\$22.00
25	ST387 (DISCONTINUED)	SWEATER WELBOW PATCHES	1	\$39.49	\$31.00	\$31.00
26	JA807	TACT SQUAD BOMBER JACKET	1	\$44.99	\$29.00	\$29.00
27	BG847	TACTICAL BACKPACK	1	\$51.79	\$38.00	\$38.00
28	SW551	TACTICAL S/S POLO	1	\$37.99	\$24.00	\$24.00
29	FW781	THOROGOOD ASR OXFORD	1	\$72.00	\$62.00	\$62.00
30	GL698	TOMMIE COPPER VITALITY FULL FINGER GLOVE	1	\$29.50	\$23.00	\$23.00

31	TS295	TOMMIE COPPER WOMEN'S JOURNEY COMPRESSION SHIRT	1	\$59.50	\$47.00	\$47.00
32	TS294	TOMMIE COPPER WOMEN'S LIBERATE COMPRESSION SHIRT	1	\$49.50	\$39.00	\$39.00
33	TT096	TOMMIE COPPER WOMEN'S RISE ABOVE COMPRESSION TIGHTS	1	\$69.50	\$55.00	\$55.00
34	GL704	TOMMIE COPPER WOMEN'S VITALITY FULL FINGER GLOVE	1	\$29.50	\$25.00	\$25.00
35	TT095	TOMMIE COPPER MEN'S FAST TRACK COMPRESSION RUNNING TIGHTS	1	\$79.50	\$63.00	\$63.00
36	FX100 (DISCONTINUED)	UA CHETCO TAC	1	\$84.99	\$71.00	\$71.00
37	FT619	UA INFIL GTX WP DUTY BOOT	1	\$189.99	\$160.00	\$160.00
38	FW684 (DISCONTINUED)	UA TACTICAL MID GTX QUARTERBOOT	1	\$169.99	\$140.00	\$140.00
39	FT033	UA VALSETZ RTS	1	\$119.99	\$100.00	\$100.00
40	FT507	UA VALSETZ RTS SIDE ZIP	1	\$124.99	\$104.00	\$104.00
41	FW686 (DISCONTINUED)	UA VALSETZ SIDE ZIP DUTY BOOTS	1	\$87.99	\$95.00	\$95.00
42	FW688 (DISCONTINUED)	UA VALSETZ VENOM LOW	1	\$82.99	\$91.00	\$91.00
43	FW385 (DISCONTINUED)	UNDER ARMOUR CHARGER COTTON NO SHOW SOCK	1	\$9.99	\$7.00	\$7.00
44	SP781 (DISCONTINUED)	UNDER ARMOUR COLD GEAR LITE BOOT SOCK BLACK	1	\$12.99	\$9.00	\$9.00
45	SP781	UNDER ARMOUR CUSHION BOOT SOCK	1	\$12.99	\$9.00	\$9.00
46	FW258 (DISCONTINUED)	UNDER ARMOUR MENS VALSETZ TACTICAL BOOT	1	\$82.99	\$91.00	\$91.00
47	FW500 (DISCONTINUED)	UNDER ARMOUR WOMENS VALSETZ TACTICAL BOOT	1	\$82.99	\$91.00	\$91.00
48	FX254	UNIFORM DRESS SOCKS	1	\$8.00	\$6.00	\$6.00
49	FW778	UNIFORM DRESS SOCKS	1	\$7.95	\$6.00	\$6.00
50	HS013	UNITED UNIFORM SAFETY VEST	1	\$39.99	\$35.00	\$35.00
51	HW729	V FLEX COTTON TWILL BALL CAP	1	\$16.29	\$8.00	\$8.00
52	RW136	VEA BREATHABLE WATERPROOF TWO TONE RAIN PANTS	1	\$46.99	\$28.00	\$28.00
53	UA495	VELCRO TIE WITH BUTTON	1	\$5.99	\$4.00	\$4.00
54	GL236	WINTER BLACK OUT GLOVE	11	\$36.99	\$28.00	\$308.00
55	ZH756	WM01 2168 MENS ALPHAFORCE OXFORD	1	\$94.99	\$89.00	\$89.00
56	TR687	WOMENS 75/75 POLYWOOL TROUSERS	1	\$106.99	\$75.00	\$75.00
57	FW783	WOMENS GRABBERS PLAN TOE OXFORD	1	\$49.99	\$44.00	\$44.00
58	SH048	WOMENS L/S POLY/COTTON SHIRT	1	\$46.99	\$35.00	\$35.00
59	SH101	WOMENS L/S NAVIGATOR SHIRT	1	\$27.39	\$20.00	\$20.00
60	TR783	WOMENS NEW DIMENSION 4PKT TROUSERS	1	\$39.99	\$33.00	\$33.00
61	TR781	WOMES NEW GENERATION STRETCH TROUSER	1	\$85.99	\$64.00	\$64.00
62	TR765 (DISCONTINUED)	WOMENS POLY LASTIC TROUSERS	1	\$54.99	\$45.00	\$45.00
63	TR083	WOMENS POLYESTER TROUSERS	1	\$49.99	\$38.00	\$38.00
64	FT548 (DISCONTINUED)	WOMENS RECOVERY COMPRESSION DRESS CREW SOCKS	1	\$25.88	\$27.00	\$27.00
66	FW787	WOMEN'S REEBOK ATHELIC COMP TOE OXFORD	1	\$76.99	\$66.00	\$66.00
67	FW785	WOMEN'S REEBOK ATHELIC OXFORD	1	\$59.99	\$53.00	\$53.00
68	FW801	WOMEN'S REEBOK ATHELIC OXFORD	1	\$89.99	\$75.00	\$75.00
69	FW813	WOMEN'S REEBOK WATERPROOF COMP TOE SPORT HIKER BOOT	1	\$109.99	\$98.00	\$98.00
70	SH047	WOMEN'S S/S DAC/COT UNIFORM SHIRT	1	\$39.99	\$30.00	\$30.00
71	SH097	WOMEN'S S/S NAVIGATOR SHIRT	1	\$25.39	\$19.00	\$19.00
72	TR764	WOMEN'S SENTRY PLUS TROUSER	1	\$44.99	\$34.00	\$34.00
73	FW279	WOMEN'S STEALTH FORCE 8.0 WP SIDEZIP DUTY BOOT	1	\$135.00	\$108.00	\$108.00
74	TR218	WRINKLE RESISTANT 100% COTTON WORK PANT	1	\$28.99	\$23.00	\$23.00
75	SP530	YAKTRAX PRO BLACK	1	\$34.99	\$24.00	\$24.00
76	VAS	All emblems will be applied at \$0	1	\$0.00	\$0.00	\$0.00

77	VAS	ALL LEFT CHEST EMBROIDERY WILL BE APPLIED AT \$8 IF DESIRED. IF DESIRED, EMBROIDERY COST CAN BE ROLLED INTO THE PRICE OF THE GARMENT	1	\$0.00	\$8.00	\$8.00
78	VAS	NAME EMBROIDER WILL BE APPLIED AT \$3.50 IF DESIRED. THE NAME EMBROIDERY COST CAN BE ROLLED INTO THE COST OF THE GARMENT	1	\$0.00	\$3.50	\$3.50
79	VAS	ANY OTHER DESIRED CUSTOMIZATION CAN BE NEGOTIATED UPON INCEPTION	0	\$0.00	\$0.00	\$0.00
					Subtotal	\$4,571.00
					Shipping	\$0.00
					<b>Total</b>	<b>\$4,571.00</b>

6



Pro Forma Invoice

**Galls, LLC**  
 1340 Russell Cave Road  
 Lexington, KY 40505  
 800-876-4242 phone  
 877-914-2557 fax

**Attention:** City of Knoxville Bid  
 Account Number Public Service Engineering  
 Name  
 Street Address 0  
 City & State 0

Ship to 0  
 Street Address 0  
 City & State 0 0

PO Number 0  
 Order Date 12/5/2016  
 Order # 0

	Item #	Description	Qty	Retail	Your Price	Ext. Total
1	FW391	DR SCHOLL'S MASSAGING GEL WORK INSOLES MEN	1	\$19.19	\$15.00	\$15.00
2	FW537	GALLS CUSHIONED BOOT SOCKS	1	\$9.99	\$5.50	\$5.50
3	FW537	100PCT COTTON BOOT/TUBE SOCKS	1	\$9.99	\$5.50	\$5.50
4	FW877	THE LIBERATOR BOOT SOCK	1	\$11.99	\$5.00	\$5.00
5	FW879	3- PACK LAWPRO BOOT SOCKS (BLACK WITH GREY TOE)	1	\$15.99	\$8.00	\$8.00
6	FX057	RO FEET PERFORMANCE LOW CUT 6 PACK	1	\$11.99	\$10.00	\$10.00
7	HW642	UNDER ARMOUR FRIEND OR FOE HAT	1	\$24.99	\$19.00	\$19.00
8	HD325	CHILL ITS 8935CT EVAP. CLASS HEADWEAR RANGER HAT W/ CT	1	\$20.29	\$13.00	\$13.00
9	HW091	CORNERSTONE ANSI SAFETY CAP ORANGE	1	\$11.99	\$7.00	\$7.00
10	HW210	5P TWILL ARMSTRONG BALLCAP	1	\$13.89	\$6.00	\$6.00
11	HW301	ACRYLIC WATCH CAP WITH THINSULATE	1	\$13.19	\$6.00	\$6.00
12	HW310	MESH BACK POLY/COTTON BALL CAP	1	\$13.89	\$6.00	\$6.00
13	HW583	TACTICAL STRETCH FIT BEANIE	1	\$24.99	\$19.00	\$19.00
14	HW729	V FLEX COTTON TWILL BALL CAP	1	\$15.99	\$8.00	\$8.00
15	HW984	VISOR 100% COTTON	1	\$4.99	\$3.00	\$3.00
16	JC737	THREE SEASON JACKET	1	\$56.49	\$40.00	\$40.00
17	JA038	PREMIUM FOUR-WAY BLACK BOTTOM BOMBER JACKET	1	\$89.99	\$65.00	\$65.00
18	JA085	3 SEASON JACKET	1	\$47.99	\$23.00	\$23.00
19	JA176	HI VIZ BOMBER JACKET	1	\$73.89	\$52.00	\$52.00
20	JC382	LAW PRO LINED WINDBREAKER	1	\$21.49	\$13.00	\$13.00
21	JS092	RED KAP INSULATED TWILL COVERALL	1	\$71.99	\$56.00	\$56.00
22	JS093	RED KAP S/S SPEEDSUIT	1	\$40.99	\$32.00	\$32.00
23	JX022	CLASSIC THREE-WAY BLACK BOTTOM BOMBER	1	\$64.99	\$44.00	\$44.00
24	SW637	HIVIS ANSI CLASS !!! ZIP-FRONT HOODED FLEECE JACKET	1	\$29.99	\$24.00	\$24.00
25	LP072	LEATHER TROUSER BELT	1	\$40.19	\$25.00	\$25.00
26	NP569	5.11 TDU BELT 1.5IN PLASTIC BUCKLE	1	\$17.99	\$14.00	\$14.00
27	RW183	ANSI 3 HI-VIS REFLECTIVE RAIN PANT	1	\$19.29	\$14.00	\$14.00
28	RW230	ANSI 3 HI-VIS REFLECTIVE RAIN JACKET	1	\$28.49	\$26.00	\$26.00
29	SH625	RED KAP 65/35 L/S WORK SHIRT	1	\$16.99	\$13.00	\$13.00

10

30	SH630	MENS INDUSTRIAL S/S WORK SHIRT	1	\$13.99	\$11.00	\$11.00
31	SH948	CLASSIC LIGHTWEIGHT CREW NECK SWEATSHIRT	1	\$33.99	\$24.00	\$24.00
32	SH951	PREMIUM WICKING CREW NECK SWEATSHIRT	1	\$60.99	\$42.00	\$42.00
33	SP587	GALLS 11IN DUTY BOOT SOCK (10-13)	1	\$8.99	\$2.00	\$2.00
34	SP585	511 TACTICAL MENS DUTY SOCK	1	\$12.99	\$11.00	\$11.00
35	SP586	5.11 MENS LEVEL 1 9IN SOCKS	1	\$12.99	\$10.00	\$10.00
36	SR816	MENS POLY/COTTON L/S EASY CARE SHIRT	1	\$22.99	\$17.00	\$17.00
37	SR817	LADIES POLY/COTTON L/S EASY CARE SHIRT	1	\$31.99	\$17.00	\$17.00
38	SR939	PORT AUTHORITY S/S EASY CARE SHIRT	1	\$29.99	\$17.00	\$17.00
39	ST098	WRANGLER MENS L/S CANVAS SHIRT	1	\$35.99	\$28.00	\$28.00
40	ST099	WRANGLER MENS S/S CANVAS SHIRTS	1	\$33.99	\$26.00	\$26.00
41	ST136	I.C.E. PERFORMANCE POLO	1	\$34.99	\$30.00	\$30.00
42	ST149	PORT AUTHORITY LADIES SILK TOUCH S/S SPORT SHIRT	1	\$18.38	\$18.00	\$18.00
43	ST171	PORT AUTHORITY S/S PIQUE KNIT POLO	1	\$25.99	\$16.00	\$16.00
44	ST173	PORT AUTHORITY L/S PIQUE KNIT POLO	1	\$39.99	\$25.00	\$25.00
45	ST283	MENS ICE LONG SLEEVE POLO SHIRT	1	\$44.99	\$34.00	\$34.00
46	ST284	WOMENS ICE SHORT SLEEVE POLO SHIRT	1	\$34.99	\$30.00	\$30.00
47	ZR024	SHIRT L/S 65/35 NAVY	1	\$46.99	\$34.00	\$34.00
48	ZR024	SHIRT L/S 65/35 NAVY	1	\$46.99	\$34.00	\$34.00
49	ST285	ORIGINAL 574 L/S WORKSHIRT	1	\$21.99	\$21.25	\$21.25
50	ST286	DICKIES SHORT SLEEVE WORK SHIRT	1	\$17.99	\$18.25	\$18.25
51	ST307	ANSI CLASS II LIGHTWEIGHT ZIP HOODIE	1	\$45.99	\$30.00	\$30.00
52	ST523	OCCUNOMIX CLASSIC LIGHTWEIGHT HOODIE CLASS 2	1	\$38.99	\$27.00	\$27.00
53	ST833	PREMIUM ANSI CLASS 3 HOODIE SWEATSHIRT	1	\$64.99	\$46.00	\$46.00
54	SW157	WOMENS SS WORK SHIRT	1	\$19.99	\$20.00	\$20.00
55	SW724	PERFORMANCE S/S POLO	1	\$39.99	\$33.00	\$33.00
56	SW850	511 1/4 ZIP JOB SHIRT	1	\$62.99	\$52.00	\$52.00
57	TR135	5.11 Tactical Pants	1	\$49.99	\$42.00	\$42.00
58	TR190	511 TACTICAL SHORTS	1	\$47.99	\$39.00	\$39.00
59	TR218	WRINKLE RESISTANT 100% COTTON WORK PANT	1	\$28.99	\$22.50	\$22.50
60	TR310	DUTYPRO POLYESTER UNIFORM TROUSERS	1	\$26.29	\$19.00	\$19.00
61	TR473	WRANGLER MENS CANVAS FUNCTIONAL SHORT	1	\$36.99	\$29.00	\$29.00
62	TR476	WRANGLER MENS CANVAS PLAIN WORK PANT	1	\$36.99	\$29.00	\$29.00
63	TR506	511 TAC LITE PANTS	1	\$49.99	\$41.00	\$41.00
64	TR642	WOMENS TACLITE PRO PANT	1	\$49.99	\$41.00	\$41.00
65	TR940	GALLS G-TAC TACTICAL PANT	1	\$29.99	\$24.00	\$24.00
66	TS239	CLASSIC WICKING ANSI S/S SHIRT	1	\$17.79	\$12.00	\$12.00
67	TS306	100% COTTON L/S POCKET TEE SHIRT	1	\$13.89	\$11.00	\$11.00
68	TS659	50% COTTON 50% POLY L/S POCKET TEE SHIRT	1	\$15.99	\$9.00	\$9.00
69	TS306	100% COTTON L/S POCKET TEE SHIRT	1	\$13.89	\$10.00	\$10.00
70	TL008	ENHANCED VISIBILITY WORK PANT	1	\$29.99	\$29.00	\$29.00
71	TU019	LIGHTWEIGHT TACTICAL TROUSERS	1	\$39.99	\$34.00	\$34.00
72	TU034	MENS PLEATED POLYWOOL PANTS	1	\$50.99	\$41.00	\$41.00
73	TU317	NAVY 100% POLY MENS PANTS	1	\$49.99	\$47.00	\$47.00

74	TU076	WOMENS LIGHTWEIGHT TACTICAL TROUSERS	1	\$39.99	\$34.00	\$34.00
75	TU269	REDKAP INDUSTRIAL CARGO PANT KHAKI 40	1	\$27.74	\$30.00	\$30.00
76	TU883	INDUSTRIAL CARPENTER JEAN	1	\$22.99	\$19.50	\$19.50
77	VAS	All emblems will be applied at \$0	1	\$0.00	\$0.00	\$0.00
78	VAS	ALL LEFT CHEST EMBROIDERY WILL BE APPLIED AT \$8 IF DESIRED. IF DESIRED, EMBROIDERY COST CAN BE ROLLED INTO THE PRICE OF THE GARMENT.	1	\$0.00	\$8.00	\$8.00
79	VAS	NAME EMBROIDER WILL BE APPLIED AT \$3.50 IF DESIRED. THE NAME EMBROIDERY COST CAN BE ROLLED INTO THE COST OF THE GARMENT.	1	\$0.00	\$3.50	\$3.50
80	VAS	ANY OTHER DESIRED CUSTOMIZATION CAN BE NEGOTIATED UPON INCEPTION	1	\$0.00	\$0.00	\$0.00
					Subtotal	\$1,825.00
					Shipping	\$0.00
					<b>Total</b>	<b>\$1,825.00</b>



Pro Forma Invoice

Galls, LLC  
 1340 Russell Cave Road  
 Lexington, KY 40505  
 800-876-4242 phone  
 877-914-2557 fax

**Attention:**

Account Number  
 Name KNOXVILLE FIRE DEPARTMENT  
 Street Address 0  
 City & State 0

Ship to 0  
 Street Address 0  
 City & State 0 0

PO Number 0  
 Order Date 12/5/2016  
 Order # 0

	Item #	Description	Qty	Your Price	Ext. Total
1	SH136 14-185	SS MED BLUE COMMAND SHIRT - FIREWARE	1	\$96.50	\$96.50
2	SH136 19- 22	SS MED BLUE COMMAND SHIRT - FIREWARE	1	\$132.00	\$132.00
3	SR777 32-38	LS MED BLUE COMMAND SHIRT - FIREWARE	1	\$118.00	\$118.00
4	SR777 38	LS MED BLUE COMMAND SHIRT - FIREWARE	1	\$118.00	\$118.00
5	SH1137	SS MED BLUE COMMAND SHIRT 100% COTTON	1	\$46.00	\$46.00
6	SH1138	LS MED BLUE COMMAND SHIRT 100% COTTON	1	\$50.00	\$50.00
7	SW439	SS NAVY POLO MENS AND LADIES	1	\$33.00	\$33.00
8	SW456	LS NAVY POLO MENS AND LADIES	1	\$38.00	\$38.00
9	SW456	SS WHITE POLO MENS AND LADIES	1	\$33.00	\$33.00
10	ST101	LS WHITE POLO MENS AND LADIES	1	\$44.25	\$44.25
11	ZB718	SS WHITE COMMAND SHIRT MENS	1	\$35.00	\$35.00
12	ZC362	LS WHITE COMMAND SHIRT MENDS	1	\$39.00	\$39.00
13	ZB318	SS WHITE COMMAND SHIRT LADIES	1	\$30.50	\$30.50
14	SH048	LS WHITE COMMAND SHIRT LADIES	1	\$35.00	\$35.00
15	UA615	TACTUCAL UTILI T-SHIRTS SS 3 PACK (WHITE OR DK NAVY)	1	\$32.50	\$32.50
16	TS668	NAVY T-SHIRTS WITH POCKET	1	\$9.00	\$9.00
17	TS530	NAVY T-SHIRTS W/OUT POCKET	1	\$4.50	\$4.50
18	SW849	NAVY FLEECE JOB SHIRT	1	\$52.00	\$52.00
19	SR3370	NAVY SWEATER	1	\$60.25	\$60.25
20	ST163	NAVY SWEATER W/WINDSTOPPER	1	\$145.00	\$145.00
21	JX039	NAVY H2O PROOF 3-IN-1 PARKA	1	\$160.00	\$160.00
22	JA331	NAVY 3-IN-1 PARKA W/ OR W/O HIGH VIS MARKING	1	\$197.00	\$197.00
23	JA432	NAVY 5-IN-1 JACKET W/ PR W/O HIGH VIS MARKING	1	\$197.00	\$197.00
24	JA431	RESPONSE JACKET	1	\$48.00	\$48.00
25	ZS778/ZS796	MIDNIGHT NACY TROUSERS NOMEX	1	\$111.00	\$111.00
26	TU481	MIDNIGHT NACY TROUSERS NOMEX LADIES	1	\$89.00	\$89.00
27	TR552	NAVY TACTICAL STATION WEAR PANTS 100% COTTON TWILL	1	\$48.00	\$48.00
28	TR978	NAVY TACTICAL FIREFIGHTING STATIONWEAR PANTS 200% COTTON TWILL	1	\$40.00	\$40.00



29	TR135	NAVY TACTICAL PANTS 100% COTTON CANVAS MENS	1	\$42.00	\$42.00
30	TR553	NAVY TROUSERS 100% COTTON TWILL LADIES	1	\$48.00	\$48.00
31	TR555	NAVY TROUSERS CARGO 100% COTTON TWILL LADIES	1	\$48.00	\$48.00
32	TR219	NAVY TROUSERS CANVAS 100% COTTON LADIES	1	\$38.00	\$38.00
33	ZA3831	NAVY TROUSERS POLYESTER BLEND	1	\$48.00	\$48.00
34	TU955	NAVY TROUSERS POLYESTER BLEND	1	\$48.00	\$48.00
35	TR121	NAVY TROUSERS DRESS OR CLASS "A" POLYESTER	1	\$40.00	\$40.00
36	TR010	NAVY TROUSERS DRESS OR CLASS "A" POLYESTER	1	\$40.00	\$40.00
37	ZM811	NAVY COMMAND JACKET IKE STYLE	1	\$292.00	\$292.00
38	JA232	NAVY DRESS COAT DOUCLC BREASTED (CLASS A)	1	\$142.00	\$142.00
39	RW092	RAIN JACKET	1	\$17.00	\$17.00
40	ZA2202	RAIN PANTS	1	\$31.00	\$31.00
41	TU124	NAVY SHORTS SLEEPWEAR COTTON	1	\$9.00	\$9.00
42	MODEL S153	ASSISTANT CHIEF COAT BADGE - GOL-RAY	1	\$75.00	\$75.00
43	MODEL M11A	ASSISTANT CHIEF CAP BADGE - GOL-RAY	1	\$75.00	\$75.00
44	MODEL S153	CAPTAIN COAT BADGE - GOLD	1	\$58.50	\$58.50
45	MODEL M11A	CAPTAIN CAP BADGE - GOLD	1	\$58.50	\$58.50
46	MODEL S153	MASTER COAT BADGE - RHO	1	\$52.00	\$52.00
47	MODEL M11A	MASTER CAP BADGE - RHO	1	\$52.00	\$52.00
48	MODEL S153	SENIOR COAT BADGE - RHO	1	\$52.00	\$52.00
49	MODEL M11A	SENIOR CAP BADGE - RHO	1	\$52.00	\$52.00
50	MODEL S153	FIREFIGHTER COAT BADGE - RHO	1	\$52.00	\$52.00
51	MODEL M11A	FIREFIGHTER CAP BADGE - RHO	1	\$52.00	\$52.00
52	HD937	NAVY BALLCAP (SUMMER & WINTER)	1	\$9.00	\$9.00
53	HA032	WHITE CAP (CHIEF OFFICERS)	1	\$182.00	\$182.00
54	HA033	WHITE CAP (CAPTAINS)	1	\$111.00	\$111.00
55	HA034	NAVY CAP (FIREFIGHERS, SR FF, MSTR FF)	1	\$111.00	\$111.00
56	FT139	NAVY SOCKS	1	\$5.00	\$5.00
57	FT600	WHITE BOOT SOCKS	1	\$11.00	\$11.00
58	SP585	6" CREW SOCK BLACK	1	\$10.44	\$10.44
59	FW079	BLACK BOOT 8" MENS	1	\$76.00	\$76.00
60	FW021	BLACK BOOT 8" MENS	1	\$72.00	\$72.00
61	FW079	BLACK BOOT 8" LADIES	1	\$76.00	\$76.00
62	FW021	BLACK BOOT 8" LADIES	1	\$72.00	\$72.00
63	FW103	14" POWER WATERPROOF HV STRUCTURAL BUNKER BOOT	1	\$310.00	\$310.00
64	FW581	BLACK OXFORDS	1	\$113.00	\$113.00
65	NP240	BLACK BELT	1	\$6.00	\$6.00
66	LP080	BW VELCRO WAIST BELT	1	\$22.00	\$22.00
67	NP516	1 3/4" OPERATOR BELT	1	\$33.00	\$33.00
68	NP517	1 1/2" TRAINER BELT	1	\$33.00	\$33.00
69	TE760	INSTRUCTORS BELT	1	\$40.00	\$40.00
70	UA494	BLACK TIE CLIP-ON	1	\$4.50	\$4.50

71	GL135	RESCUE GLOVES	1	\$39.00	\$39.00
72	GL986	GLOVES	1	\$40.00	\$40.00
73	GL257	GLOVES LEASH - BLACK	1	\$4.00	\$4.00
74	NT033	NAMETAG	1	\$2.00	\$2.00
75	BLACKINGTON	COLLAR RANK INSIGNIA VARIOUS SINGLE AND CROSSED BUGLES	1	\$16.00	\$16.00
76	BD750	BADGE HOLDER PLAIN	1	\$31.00	\$31.00
77	BD991	WALLET WITH BADGE HOLDER	1	\$14.00	\$14.00
78	FL598	SURVIVOR LED CHARGER/HOLDER/ W/	1	\$139.00	\$139.00
79	FL820	VANTAGE LED HELMET LIGHT	1	\$130.00	\$130.00
80	KV143	FIREMAN KNIFE	1	\$41.00	\$41.00
81	KN348	FIREMAN KNIFE	1	\$16.00	\$16.00
82	KN638	KNIFE - S&W FIRST RESPONSE	1	\$16.00	\$16.00
83	BG351	RESPONDER 72 BACKPACK	1	\$140.00	\$140.00
84	BG350	RESPONDER 24 BACKPACK	1	\$105.00	\$105.00
85	BG382	RED 2400 BAG	1	\$32.00	\$32.00
86	BB023	NAVY GEAR BAG	1	\$34.00	\$34.00
87	BG174	RED TURNOUT BAG	1	\$27.00	\$27.00
88	ZT57	CUFF KEY 4 PUNCH PIN	1	\$11.00	\$11.00
89	FL542	RUBBER HELMET BANDS	1	\$5.00	\$5.00
90	EW757	BODY SPECS SAFETY GLASSES	1	\$41.00	\$41.00
91	VAS	All emblems will be applied at \$0	1	\$0.00	\$0.00
92	VAS	ALL LEFT CHEST EMBROIDERY WILL BE APPLIED AT \$8 IF DESIRED. IF DESIRED, EMBROIDERY COST CAN BE ROLLED INTO THE PRICE OF THE GARMENT	1	\$8.00	\$8.00
93	VAS	NAME EMBROIDER WILL BE APPLIED AT \$3.50 IF DESIRED. THE NAME EMBROIDERY COST CAN BE ROLLED INTO THE COST OF THE GARMENT	1	\$3.50	\$3.50
94	VAS	ANY OTHER DESIRED CUSTOMIZATION CAN BE NEGOTIATED UPON INCEPTION	1	\$0.00	\$0.00
				Subtotal	\$5,634.94
				Shipping	\$0.00
				<b>Total</b>	<b>\$5,634.94</b>



Pro Forma Invoice

Galls, LLC  
 1340 Russell Cave Road  
 Lexington, KY 40505  
 800-876-4242 phone  
 877-914-2557 fax

Attention: Knoxville Parks and Rec  
 Account Number  
 Name  
 Street Address  
 City & State

Ship to  
 Street Address  
 City & State

PO Number  
 Order Date  
 Order #

	Item #	Description	Qty	Retail	Your Price	Ext. Total
1	TS684	GILDAN ULTRA COTTON S/S T-SHIRT	1	\$8.99	\$13.46	\$13.46
2	TS657	GILDAN L/S ULTRA COTTON T-SHIRT	1	\$14.99	\$17.06	\$17.06
3	ST057	SPORT-TEK S/S COMPETITOR TEE	1	\$15.99	\$12.84	\$12.84
4	JK299	SPORT-TEK PIPED TRICOT TRACK JACKET	1	\$39.98	\$46.17	\$46.17
5	SM315	Port Authority® Value Fleece 1/4-Zip Pullover	1	\$25.99	\$27.13	\$27.13
6	ST171	PORT AUTHORITY S/S PIQUE KNIT POLO	1	\$35.99	\$28.71	\$28.71
7	ST173	PORT AUTHORITY L/S PIQUE KNIT POLO	1	\$39.99	\$31.89	\$31.89
8	SR816	MENS POLY/COTTON L/S EASY CARE SHIRT	1	\$22.99	\$23.95	\$23.95
9	ST104	GILDAN DRYBLEND CREWNECK SWEATSHIRT	1	\$19.99	\$18.97	\$18.97
10	ST082	GILDAN HOODED SWEATSHIRT	1	\$26.15	\$23.11	\$23.11
Subtotal						\$243.30
Shipping						\$0.00
Total						\$243.30

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**Information in response to Questions in Section 5.6**

1. Galls, LLC ("Galls") has three separate distribution centers across the United States. Our largest facility located in Lexington, KY provides 350,000 square feet, allowing Galls to keep roughly \$50M of on-hand inventory. With a fully integrated inventory management forecasting system we are capable of replenishing our inventory from over 1200 suppliers daily. For many of our large programs we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs.
2. The eEquip system provides real time tracking of all shipments. Once an order is placed via the online portal a unique order confirmation number is provided. Upon shipment the agency or individual will receive a shipment notification with UPS or USPS tracking information. The email provides a hyperlink that will direct you straight to the carrier's website.
3. 24/7 order entry and tracking is made available via the eEquip system. The City of Knoxville and all approved agents will be able to place orders via mobile device or desktop computers. Please note that our peak times coincide with the City of Knoxville's fiscal year and it is possible for small delays.
4. The City of Knoxville will be assigned a team of representatives to assist in everyday customer service needs, eEquip questions, or order entry. Your dedicated Regional Account Executive is available upon 48 hour notice to assist with measurements, eEquip demonstrations, or any other needs specified in the contract.
5. In stock items that require no customization or alterations are in hand within 4-6 business days after order entry. For customized items, fulfillment may take 7-14 business days. Items that are out of stock at the identified at the time of order entry and may take up to 45-60 days for stock replenishment depending on the manufacturer's supply.
6. Unfortunately, the eEquip system does not have the capability of labeling garments as union or US made.
7. Sizing information, order input and reports needed can be maintained by the departmental administrator. However, each assigned representative may assist with this task for larger entry. Training for this feature will be provided upon request.
8. eEquip provides flexible, on-demand reporting with output into Excel .xls or Excel .xlsx, which allows for easy review and manipulation of the data output by the Administrators. The reporting can be sent directly to the requestors email or reviewed from the reports dashboard.
  - Available reports include:
    - Allotment Report
    - Order History Sales report
    - Itemized Sales report
    - Allotment Activity Report
    - Unit Allotment Activity Report
    - Backorder Report
    - Dropship Report



9. Galls will maintain the City of Knoxville's records for the life of our system.
10. Galls provides a 1 year warranty on all newly purchased items. Select manufacturers offer a longer warranty which will be extended to the agency as well.
11. The City of Knoxville's eEquip system will provide each department their own custom view. Multiple levels of admin and approval can be assigned to the individual agency as needed. The Departmental Administrator will be capable of approving/ limiting/ changing the employee's allowance, tracking expenditures, running reports, and authorizing rank/status or size changes when necessary.
12. Rank-related garments of similar construction and embellishments can be priced the same for anyone with that rank. Due to the design and required embellishments needed, a Chief's shirt may cost more than a Captain's shirt, but only the difference of the adornments.
13. Galls unique Allotment Management system allows the renewal to be made on the employee's anniversary date, the calendar year (each January 1), or a specific date. Unused allotments may be rolled over to the new allotment year in its entirety, or a portion of the unused allotment may be rolled over, or no rollover based on the Uniform Program Profile. Each departmental administrator has the ability to modify allotment amounts and dates.
14. Galls offers a one year, no hassle guarantee for all newly purchased items that are not customized. If you are dissatisfied with any purchase we are happy to refund, replace, or repair. Any item(s) that feature a manufacturer defect or error in customization will be replaced at no additional charge to the agency.
15. The City of Knoxville's eEquip system will be setup to accept P-card, purchase orders, and allotment deduction. All secure web traffic is done using Verisign(Symantec) 2048 bit public key and SSL certificate 256 bit.
16. If an employee has expended their uniform allowance the eEquip system will inform them and will allow a credit or debit card to be added for the remaining balance.
17. If needed, Galls will conduct webinars, a recorded video, or in person training for any of the City of Knoxville's personnel that would require additional support or training.

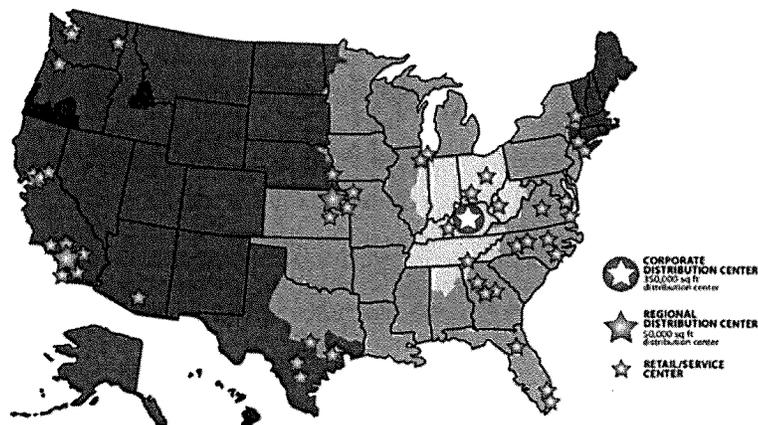
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## Galls History & Highlights

Galls, LLC ("Galls") has been in business for over 49 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. We are **proud to serve** America's public safety professionals.

- Founded in 1967
- Purchased by ARAMARK (1995)
- Acquired Long Beach Uniform (2002)
- Launched first custom website (2004)
- Purchased by CI Capital Investment Group (2011)
- Acquired Quartermaster Uniforms (2012)
- Acquired Roy Tailor's of Cincinnati/Columbus, OH (2013)
- Acquired Best Uniforms (2014)
- Acquired Blumenthal Uniforms (2014)
- Acquired Lone Star Uniforms (2014)
- Acquired AK Uniforms & Equipment Co. (2015)
- Acquired Sterling's Public Safety Inc. (2015)
- Acquired A.M.E.'S Uniforms (2015)
- Acquired U.S. Calvary (2016)
- Acquired Apparel Sewn Right (ASR) (2016)
- Acquired Alamar Uniforms (2016)
- Acquired Rosen's Uniforms (2016)
- Acquired Azar's Uniforms (2016)
- Services over 1 million individuals
- More than 68% of all law agencies in the U.S. make purchases from Galls
- 60+ locations nationwide consisting of distribution centers, retail stores, and contract service centers





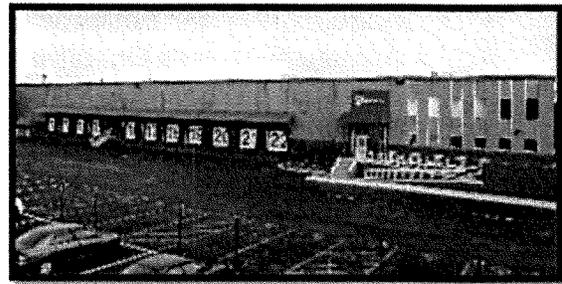
## Stocking, Distribution & Fulfillment

Galls is the leading distributor of products from over 1200 suppliers. Galls confirms we can supply all items outlined in the SOW; with exception to any products that have been discontinued or are obsolete. In this instance equal to or better than items have been identified and quoted.

As the public safety industry leader we pride ourselves on having the largest inventory in the industry. This means less backorders, faster service, and faster delivery.

Galls has a fully staffed Inventory Management Department ("IM") that is responsible for purchasing and managing our inventory. On average Galls holds approximately **\$50M in on-hand inventory**. The IM department utilizes an integrated inventory management forecasting system which is fully automated. The system uses complex algorithms to compute current and future needs on finished goods inventory. Galls' IM Team reviews electronic data provided by the system and then adds human logic as well as customer input. Purchase Orders are then released for finished goods to our vendors. This process takes into account constraints such as lead time, process time, cycle time, instability in order patterns, and historical demand. For many of our large programs we have negotiated with vendors to hold safety stock levels which allow us to react quicker on replenishment needs.

Galls' distribution center (DC) is located in Lexington, KY. The DC is approx. **350,000 square feet**,



**containing 40,000 active pick locations and 38,000 reserve locations.** Current capacity is 82% in active and 84% in reserve. Galls has a fully

automated warehouse management software tool and state of the art conveyor system for order fulfillment allowing us to ship an average of 2,700 orders daily or 700k orders annually. Also note, Galls has 2 additional distribution centers; one in Cerritos, California with 50,000 square feet and the other in Olathe, Kansas with 30,000 square feet.



## Galls Offers the City of Knoxville a 360° Solution



### Personal Attention:

Galls has assembled the best team of dedicated professionals to serve your uniform and equipment needs. The City of Knoxville personal contact will coordinate with our merchandisers, buyers and customization department to make sure Galls meets your uniforms criteria for comfort, performance, and design. Having a personal contact allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.





**The City of Knoxville Contact**

The following Galls Team will be assigned to serve the City of Knoxville to meet your RFQ requirements, delivery service levels, and provide a dynamic working relationship.

**Nicolas J Milford, Managed Account Representative** – Nicolas is in his first year at Galls. Nicolas has worked as a sales director, merchant, and sales/merchandising liaison for various professional athletic companies. A professional athletics background gives Nicolas a unique perspective on apparel and equipment.

Contact information: 800 – 876 – 4242 ext.- 2337 Milford- Nicolas@galls.com

**Randy Boutwell, Regional Account Executive** – Randy has 23 years of Law Enforcement experience with multiple command level positions and 6 years tenure with Galls. Randy is your field based representative that is available for on-site visits, sizing, service and product presentations or meetings. Randy has attended, Pasco Hernando state college, as well as a multitude of college and university studies in the field of Criminal Justice.

Contact information: 731-438-5890 boutwell-randy@galls.com

**Brittany Goble, Sales Team Leader** – Brittany has 9 ½ years of experience with Galls. Britany has worked as a Customer Service Representative, Managed Account Representative, and Sales Team Leader during her employment.

Contact Information: 800-876-4242 ext.- 2197 goble-brittany@galls.com

**Rachel Dunn, Team Leader Agency Website Team** – Rachel has worked at Galls for 12 years and currently leads the agency website team that will build the City of Knoxville custom eEquip website. Rachel has worked in a number of departments including sales and contract management.

Contact Information: 859 514 9575 dunn-rachel@galls.com

<u><b>Galls Sales Management</b></u>	<u><b>Galls Operations Team</b></u>	<u><b>Galls Senior Management</b></u>
Brittany Goble Team Leader	Mark Wall, Senior Director of Merchandising & Inventory	Mike Wessner, CEO
Tim Freischmidt, Sales Director	Tom Blanton, Senior Director of Strategy & IT	Mike Andrews, CFO
Adam Hall, Senior Director of Sales	Fred Bence, VP Supply Chain & Distribution	Chuck Moyer, COO

**Customer Service**

Galls also has over 25 highly trained support team representatives to assist the City of Knoxville. Your agency will have the ability to live chat with us, call toll-free, or email for the information they need Monday through Friday from 8am-9pm ET.



**Broadest Product Selection:**

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

**Full Spectrum In-House Uniform Services:**

No one can compare to our full spectrum of in-house customization options for apparel and gear.

**Huge In-Stock Inventory and Rapid Fulfillment:**

Galls has the largest on-hand inventory in the public safety industry – period! This means less backorders, faster service and faster delivery. Galls also has the right inventory to match the market trends, so you are always ordering the latest and best in the industry.

**Brands You Depend on:**

As a public safety professional, your gear has to perform. After all, it may mean the difference between life and death. That's why the City of Knoxville can count on Galls to offer only top quality products. But we don't do it all alone.

Galls partners with public safety leaders in manufacturing including brands such as Flying Cross, 5.11, Elbeco, Under Armour, Bates, and Safariland. We also manufacture private label uniforms, footwear, bags and accessories.



**Warranty and Replacement Policy**

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "no hassle guarantee" on returned merchandise. This means if the City of Knoxville is unhappy for any reason with your purchase, you can return it to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.



**Web Based Catalog (eQuip)**

Galls will provide a fully customized Online Ordering System (“eQuip”) that will meet and exceed the specifications required in the RFP. eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip will allow the City of Knoxville to manage allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process for the City of Knoxville.

eQuip will notify the City of Knoxville of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain compliance with the City of Knoxville delivery requirements.

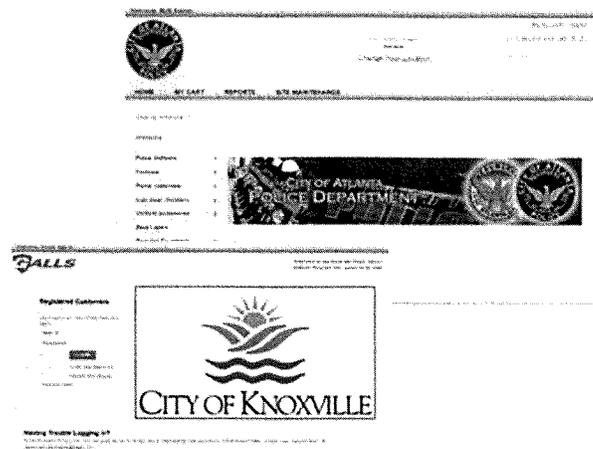
**Galls will make no substitutions on any order unless provided prior approval from the City of Knoxville**

The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis.

Galls currently operates more than 3000 eQuip sites nationwide, covering departments and agencies of all sizes between 25 and 100,000 users.

**eQuip capabilities will include:**

- Secure online ordering system
  - Site only accessible by username/password as assigned by the City of Knoxville
- Mobile device capability
- The City of Knoxville specific configuration
- Product offering management
  - City of Knoxville products only
  - Products by employee group
- Optional shop full catalog feature
- Integrated with Galls ERP system
- Flexible On-Demand Reporting



eQuip Sample Site



The Galls eEquip web system is an in house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website.

All of the specifications listed in the RFP are capabilities that Galls currently offers to customers. There will not be any additional time needed for development of a system or functionality to meet and exceed the specification.

As long as Galls has cooperation from the City of Knoxville, the website can be live and functional within weeks of award. Compiling the information on the uniform program such as patch application locations, restricted viewing, and acquiring departmental directory names and emails take the most time when setting up a program. If this information is provided expeditiously by the City of Knoxville, the timeline to have a functional website dramatically increases. Below is a typical timeline of events when setting up a website.

***Meet or Conference Call with the City of Knoxville & Galls Sales and Web team to determine deadlines, Uniform configurations, Website Views, System Integration (if needed), and any other important information needed for the system.***

***Galls to begin initial website build which will take between 1-2 weeks.***

***Follow up meeting or conference to roll out the website to the City of Knoxville administrators or the contract and make any final changes needed before full agency roll out.***

***Galls to make any necessary changes requested which will in most cases can be completed within 1-2 days***

***Final meeting or conference with Galls & the City of Knoxville to confirm website is complete.***

***If needed, Galls will conduct webinars, a recorded video, or in person training for any of the City of Knoxville's personnel that would like training on the website.***

This schedule of events can be modified to better meet the needs of the City of Knoxville.





## **Accounting System**

Galls has a full service “in house” accounting and finance department, and will work closely with the City of Knoxville to meet specific needs and make your billing process with Galls seamless.

### *Electronic Billing Options*

Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust.

Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers.

Non-customized invoices- the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

### *Customized Billing Options*

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

Billtrust or customized invoices (not picked up) have UPS or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where “shopping for” feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror.

“Invoice notes” entered on eQUIP websites will print on both Billtrust and customized invoices (50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry.



### *Invoice Options*

Regular invoicing = 1 order with multiple shipments will = multiple invoices  
Bill Complete invoices = 1 order with multiple shipments = 1 invoice  
Both of the above types are customizable

### *Frequency Options*

Regular, non-customized invoices from Billtrust are held for 5 days or \$500 (whichever comes first) and then sent automatically.

- Customized invoices are manually generated by Galls team and are generally done bi-monthly or monthly depending on volume
- Statements are once a month
- All can be sent per customer's choice of method to deliver

### *Sorting Capabilities*

Only the downloadable reports for customized invoices or Billtrust (non-customized invoices) are sortable as they are in excel format.

Invoices that are printed/faxed/emailed are in sales order # and then date completed.

### **Reporting Capabilities**

Galls has the capability to create a variety of custom reports that will meet the needs of the City of Knoxville. eEquip gives the City of Knoxville the ability to easily extract this data and run the reports On-Demand. Below is an example of several reports Galls runs regularly and consistently.

- Allotment Activity Report
- Order History Sales Report
- Itemized Sales Report
- Backorder Report
- Open Direct Ship Report
- Sales by Product Type



***Similar Project Experience which includes years of experience in providing comparable governmental systems that outline similar size as outlined in Scope of Work and evidence of the ability to meet the requirements outlined in this RFP***

Galls go to market strategy is to provide an online system along with a large inventory position to any size customer that makes the customer more efficient and creates a long term partnership between Galls and the agency. As previously discussed, Galls currently operates more than 3000 eQuip websites nationally ranging from a small single user department to a large multinational security firm with 10,000 users at multiple locations. In 99% of customers, the functionality is already built which means the process is simply "plug and play". Galls has been operating custom websites approximately 10 years however, in 2011 is when we shifted our focus to increase our functionality and availability to include most public safety agencies. Outlined below are a few examples of customers that have moved to the Galls eQuip solution over the past 5 years.

Atlanta Police  
Charlotte Mecklenburg Police  
Wichita Police  
Broward County Sheriff's Office  
Houston Police  
Lexington Police  
Los Angeles Fire  
McHenry County Sheriff's Office  
Elgin Police Department

***Qualifications, Experience and Technical Capabilities of the Project Team on similar projects outlined to perform the services outlined in the RFP***

In addition to the sales team, Galls has an entire team of people dedicated to building and maintaining the custom eQuip websites. The experience of the team includes but is not limited to Information Technology, Sales, Contract Management and customer service. In addition to the in house owned technology, the diverse knowledge of this team allows Galls to build and maintain websites in an expedient and efficient manner.





### **Complete List of eEquip System Capabilities**

- *Secure Online Ordering System*
  - Site is only accessible by users defined and approved by customer through unique user names and password assignment
  
- *Mobile Device Compatibility*
  - Site has a custom mobile experience for ease of on-the-go ordering
  - Compatible with all smart phones
  - Can be accessed from any location
  
- *Configurable based on Customer Uniform Program Requirements*
  - Designed to support a broad range of customer uniform program requirements
  - A uniform program profile is established with each customer to be serviced through the GQ B2B system. This profile defines the operating parameters in which the system will govern the program, to include: employee management, allotment management, product offering, delivery requirements, and invoicing.
  
- *Employee Management*
  - GQ B2B provides an employee based management and tracking segment.
  - Employee information, required to properly process order and provide management reports, is warehoused in our systems data storage. This information includes: employee code, name, address (if appropriate to the program requirement), anniversary date, department, rank, assigned location, designation, and employee group.
  - Historical & distribution data is also maintained for each employee. This data is the basis for management reports, and is collected as orders are placed and distributed. Historical data includes items distributed (to the size level), along with quantities and order/shipment dates.
  
- *Product Offering Management*
  - Product offerings for the uniform program are defined, and are assigned to the respective employee groups when a uniform program is established on the system.
  - Employee Groups, or shop-by locations, typically represents a job function or physical location. Such as if a uniform program was for a police department, there may be Shop-By Location for "Patrol", "Swat", "K-9", etc. with each group having a specific uniform products assigned to them. During order placement,



- only products associated with the Shop-By Location the employee is assigned to are available for order. This ensures that the employee can only order those products required for his/her job function.
- GQ B2B supports alterations, such as trouser hemming, application of badges, etc. These elements are defined based on the requirements of the uniform program, and may be limited to specific styles and employee groups.
- *Optional "Shop Full Catalog" Feature for Galls B2C Site*
  - Feature allows the customer to add the entire Galls.com product offering to their website at a negotiated percent discount off retail.
  - Reduces the need to call for quotes on items that are needed right away
  - Keep in mind that customized VAS options are not available on these items
- *Optional "Package Ordering" Feature*
  - Feature allows the user to create "Packages" of items that are frequently ordered at the same time (ex. "New Hire Package," "New Vehicle Package")
  - "Package" orders are bundled and shipped together by user
  - This feature reduces the number of clicks per order and reduces errors during order entry by ensuring that all needed items are ordered before processing
- *Optional Allotment Management*
  - The system provides employee allotment management based on dollars OR units.
  - If permitted by the uniform program profile, employees may purchase uniforms in excess of their allotment amount via credit card.
  - Allotments may be renewed on the employee's anniversary date, the calendar year (each January 1), or a specific date.
  - Unused allotments may be rolled over to the new allotment year in its entirety, or a portion of the unused allotment may be rolled over, or no rollover based on the Uniform Program Profile.
  - If Allotment Management is required for the uniform program, the employee's available allotment is verified during the checkout process.
    - If the amount ordered exceeds the employee's available allotment and the program allows employee payments for amounts over the allotment via credit card, the checkout process remains active, and the employee will be prompted for credit card information during the checkout process.



- If there is not sufficient allotment to cover the order amount and the program does not permit payment of the overage by the employee (via credit card), the checkout process will be disallowed until the order is altered to be within the employee's available allotment amount.
  - If the program has an allotment limit by product category, the payment for the amount over allotment will be forced to a credit card if credit card purchases are allowed (i.e. agency will only pay \$100 toward a footwear purchase).
  - If the program has allotment needs but also wants to allow orders paid for by the agency off of allotment, this can be accommodated along with a reason code for the purchase and purchase comments. Approval can be required for this scenario and users will chose from a drop list of approvers (up to 3 levels of approval).
- *Optional Payroll Deduction Management*
    - Much like allotment management, the system can deposit, track, and renew payroll deduction funds to users
    - Renewal periods are identical to allotment renewals (anniversary date or calendar date)
    - Detailed month-end reporting available as well as on-demand reporting to track balances
    - Payroll deduction funds may be used in conjunction with other pay methods if allotment is exceeded or the employee does not have available funds on his/her credit card but need to make a purchase
  - *Controlled Uniform Order Placement*
    - The system controls uniform order placement by tying together the Employee, Product Offering, Shop-By Location and Allotment Management segments of the system, as governed by the uniform program profile.
    - The system provides a web-based method for customer uniform administrators or employees to place uniform orders. The product offering and associated optional alteration options are displayed are based on the ordering employee's employee group assignment. Any mandatory alterations, such as standard department patch are garment, are hard code in the back system to ensure no mandatory alteration is missed during order placement on the website.
    - System allows for orders to placed using a "shop-by individual" feature which provides an administrator the ability to place a large bulk uniform order and



- segment the order down to the individual employee level, eliminating the necessity to place a separate order for each employee.
- *Optional On-Line Order approval*
  - A customer may require all order or certain orders be approved by an Administrator prior to being processed. GQ B2B allows for approval gates to be established from shipping to order dollar amount which are defined in the Uniform Program Profile. These orders remain in a "Hold for Approval" status until released by an Administrator. GQ provides information on these orders to the Administrators through system generated approval emails sent to the Administrator which allows the order to be approved through the links provided in the email, or on the Administrator's user dashboard on the website.
  - Upon order approval, the order is released to the back-office system for fulfillment. Denied orders assume a "denied" status, and are not released to the back-office system.
- *Integrated with Galls ERP system*
  - The system is integrated with Gall's order fulfillment system, to include functionality in the areas of distribution, inventory control, production planning and stock replenishment, as well as accounting support.
  - When an order is placed in the system, it is passed directly to the distribution system for fulfillment of the order. As the order makes its way through the fulfillment process, the system is updated: 1) to confirm that the order was successfully received into the distribution system, 2) when the order is in process, and 3) when shipment is made. Shipment quantities and shipment dates are included in the data passed to the system from the distribution system.
  - As a result of the system order being passed to our back-office systems, our perpetual inventory is allocated/depleted. Our production-planning module recognizes the inventory depletion, and if warranted, triggers the stock replenishment process.
- *Flexible, On-Demand Management Reporting*
  - GQ B2B provides flexible, on-demand reporting with output into Excel .xls or Excel .xlsx, which allows for easy review and manipulation of the data output by the Administrators. The reporting can be sent directly to the requestors email or reviewed from the reports dashboard.
  - Available reports include:



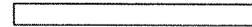
- 
- Allotment Report
  - Order History Sales report
  - Itemized Sales report
  - Allotment Activity Report
  - Unit Allotment Activity Report
  - Backorder Report
  - Dropship Report
  - Within the various report offerings, the user may specify parameters such as date ranges, open or closed orders, or limit report data to a specific location or department, as applicable to the report.
- *Customer management of employees*
    - GQ B2B system allows for department Administrators to have the ability to assign new users to the website, update user profiles, Shop-By Location, etc. should the customer chose the manager their own employee access to the website.
  - *Customer management of inventory*
    - GQ B2B provides a tool to track the customer's on-site inventory purchased by Galls as well as outside vendors.
    - The inventory management tool also allows Administrators to issue items to individuals, track those issues, and track return status of items. This gives administrators a convenient place to create a history for all users and what items they may have in their possession.
    - 4 Major Components:
      - Inventory Management—
        - Build custom inventory assortment, tree structure with branch/leaf design like UP assortment
        - Load SKUs from Uniform Program or load items received in via Non-Galls Receiving
        - Manually load inventory or push inventory in via Galls/Non-Galls Receiving
      - Galls Receiving
        - Receive orders in to inventory that have been closed in GQ and designate assortment to load in to—inventory auto-loads
        - Receive orders in and “set-aside” for individuals so that they are not shown in “active” inventory under the Inv. Mgmt. tool
      - Non-Galls Receiving



- 
- Manually receive in non-Galls order, can designate a receive date, vendor, vendor code, item number, description, qty, and assortment—inventory auto-loads to designated assortment to Inv. Mgmt tool
  - Agency Issues
    - Issue items to individuals, capture signature upon receipt by individual
    - Can return items from individuals and designate if “damaged” or “reusable” with “reusable” returns auto-loading back in to the Inv. Mgmt. tool
    - Reporting available on this feature

#### **System Availability, Security and Technical Information**

- System is available 24x7
- Compatible with mobile devices via custom mobile experience
- Minimal service outages for maintenance/upgrades – scheduled to 4x per year, with emergency outages being communicated as soon as possible.
- All secure web traffic is done using Verisign(Symantec) 2048 bit public key and SSL certificate 256 bit.
- System is based on IBM iSeries POWER 7 Technology
  - <http://www-03.ibm.com/systems/i/index.html>
- System utilized IBM DB2 for i data base
  - <http://www-03.ibm.com/systems/i/software/db2/index.html>
- The system is designed to allow for a minimum doubling in size/volume of the business without requiring any upgrades

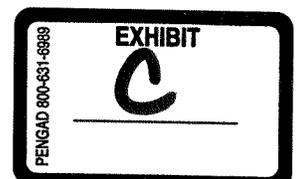


**Galls, LLC**  
**1340 Russell Cave Road**  
**Lexington, KY 40505**  
 800-876-4242 phone  
 877-914-2557 fax

**Attention:** Janice McClelland Chief Morris  
 Account Number  
 Name KNOXVILLE FIRE DEPARTMENT  
 Street Address  
 City & State

3/31/2017

	Item #	Description	Your Price
1	SH136 14-185	SS MED BLUE COMMAND SHIRT - FIREWARE	\$90.00
2	SH136 19- 22	SS MED BLUE COMMAND SHIRT - FIREWARE	\$132.00
3	SR777 32-38	LS MED BLUE COMMAND SHIRT - FIREWARE	\$109.00
4	SR777 38	LS MED BLUE COMMAND SHIRT - FIREWARE	\$118.00
5	SH1137	SS MED BLUE COMMAND SHIRT 100% COTTON	38.00-49.00
6	SH1138	LS MED BLUE COMMAND SHIRT 100% COTTON	38.00-49.00
7	SW439	SS NAVY POLO MENS AND LADIES	29.00- 32.00
8	SW456	LS NAVY POLO MENS AND LADIES	32.00-33.00
9	SW439	SS WHITE POLO MENS AND LADIES	29.00 -32.00
10	ST101	LS WHITE POLO MENS AND LADIES	\$44.25
11	ZB718	SS WHITE COMMAND SHIRT MENS	\$35.00
12	ZC362	LS WHITE COMMAND SHIRT MENDS	\$39.00
13	ZB318	SS WHITE COMMAND SHIRT LADIES	\$30.50
14	SH048	LS WHITE COMMAND SHIRT LADIES	\$35.00
15	UA615	TACTUCAL UTILI T-SHIRTS SS 3 PACK (WHITE OR DK NAVY)	24.00-29.00
16	TS668	NAVY T-SHIRTS WITH POCKET	\$9.00
17	TS530	NAVY T-SHIRTS W/OUT POCKET	\$4.50
18	SW849	NAVY FLEECE JOB SHIRT	42.00-52.00
19	SR3370	NAVY SWEATER	\$60.25
20	ST163	NAVY SWEATER W/WINDSTOPPER	\$145.00
21	JX039	NAVY H2O PROOF 3-IN-1 PARKA	152.00-167.00
22	JA331	NAVY 3-IN-1 PARKA W/ OR W/O HIGH VIS MARKING	\$169.00
23	JA432	NAVY 5-IN-1 JACKET W/ PR W/O HIGH VIS MARKING	\$169.00
24	JA431	RESPONSE JACKET	\$48.00
25	ZS778/ZS796	MIDNIGHT NACY TROUSERS NOMEX	88.00-102.00
26	TU481	MIDNIGHT NACY TROUSERS NOMEX LADIES	\$84.00
27	TR552	NAVY TACTICAL STATION WEAR PANTS 100% COTTON TWILL	\$48.00
28	TR978	NAVY TACTICAL FIREFIGHTING STATIONWEAR PANTS 200% COTTON TWILL	\$42.00



29	TR135	NAVY TACTICAL PANTS 100% COTTON CANVAS MENS	\$39.00
30	TR553	NAVY TROUSERS 100% COTTON TWILL LADIES	\$48.00
31	TR555	NAVY TROUSERS CARGO 100% COTTON TWILL LADIES	\$44.00
32	TR219	NAVY TROUSERS CANVAS 100% COTTON LADIES	\$38.00
33	ZA3831	NAVY TROUSERS POLYESTER BLEND	39.00-46.00
34	TU955	NAVY TROUSERS POLYESTER BLEND	\$48.00
35	TR121	NAVY TROUSERS DRESS OR CLASS "A" POLYESTER	34.00-48.42
36	TR010	NAVY TROUSERS DRESS OR CLASS "A" POLYESTER	\$40.00
37	ZM811	NAVY COMMAND JACKET IKE STYLE	\$280.00
38	JA232	NAVY DRESS COAT DOUCLE BREASTED (CLASS A)	\$140.00
39	RW092	RAIN JACKET	\$17.50
40	ZA2202	RAIN PANTS	\$30.00
41	TU124	NAVY SHORTS SLEEPWEAR COTTON	\$10.00
42	MODEL S153	ASSISTANT CHIEF COAT BADGE - GOL-RAY	\$68.00
43	MODEL M11A	ASSISTANT CHIEF CAP BADGE - GOL-RAY	\$68.00
44	MODEL S153	CAPTAIN COAT BADGE - GOLD	\$52.00
45	MODEL M11A	CAPTAIN CAP BADGE - GOLD	\$52.00
####	MODEL S153	MASTER COAT BADGE - RHO	\$49.00
1	MODEL M11A	MASTER CAP BADGE - RHO	\$49.00
2	MODEL S153	SENIOR COAT BADGE- RHO	\$49.00
3	MODEL M11A	SENIOR CAP BADGE - RHO	\$49.00
4	MODEL S153	FIREFIGHTER COAT BADGE - RHO	\$49.00
5	MODEL M11A	FIREFIGHTER CAP BADGE - RHO	\$49.00
6	HD937	NAVY BALLCAP (SUMMER & WINTER)	\$9.00
7	HA032	WHITE CAP (CHIEF OFFICERS)	\$162.00
8	HA033	WHITE CAP (CAPTAINS)	\$111.00
9	HA034	NAVY CAP (FIREFIGHTERS, SR FF, MSTR FF)	\$111.00
10	FT139	NAVY SOCKS	\$5.00
11	FT600	WHITE BOOT SOCKS	\$11.00
12	SP585	6" CREW SOCK BLACK	\$9.50
13	FW079	BLACK BOOT 8" MENS	\$72.00
14	FW021	BLACK BOOT 6" MENS	\$72.00
15	FW079	BLCK BOOT 8" LADIES	\$72.00
16	FW021	BLACK BOOT 6" LADIES	\$72.00
17	FW103	14" POWER WATERPROOF HV STRUCTURAL BUNKER BOOT	\$275.00
18	FW561	BLACK OXFORDS	\$113.00
19	NP240	BLACK BELT	\$6.00
20	LP060	BW VELCRO WAIST BELT	19.00-22.00
21	NP516	1 3/4" OPERATOR BELT	\$32.00
22	NP517	1 1/2" TRAINER BELT	\$32.00
23	TE760	INSTRUCTORS BELT	\$39.00
24	UA494	BLACK TIE CLIP-ON	\$4.00



25		GL135	RESCUE GLOVES		\$35.00
26		GL996	GLOVES		\$34.00
27		GL257	GLOVES LEASH - BLACK		\$5.00
28		NT033	NAMETAG		\$6.00
29		BLACKINGTON	COLLAR RANK INSIGNIA VARIOUS SINGLE AND CROSSED BUGLES		\$16.00
30		BD750	BADGE HOLDER PLAIN		\$29.00
31		BD991	WALLET WITH BADGE HOLDER		\$15.00
32		FL598	SURVIVOR LED CHARGER/HOLDER/ W/		\$126.00
33		FL820	VANTAGE LED HELMET LIGHT		\$119.00
34		KV143	FIREMAN KNIFE		\$41.00
35		KN348	FIREMAN KNIFE		\$16.00
36		KN638	KNIFE - S&W FIRST RESPONSE		\$16.00
37		BG351	RESPONDER 72 BACKPACK	136.00-200.00	
38		BG350	RESPONDER 24 BACKPACK		\$105.00
39		BG382	RED 2400 BAG		\$32.00
40		BB023	NAVY GEAR BAG		\$34.00
41		BG174	RED TURNOUT BAG		\$27.00
42		ZT57	CUFF KEY 4 PUNCH PIN		\$11.00
43		FL542	RUBBER HELMET BANDS		\$5.00
44		EW757	BODY SPECS SAFETY GLASSES		\$41.00
45		VAS	All emblems will be applied at \$0		\$0.00
46		VAS	ED2702 EMBROIDERY "Gold" Hat Logo embroidery		\$5.00
47		VAS	ED2501 Left Chest Fire logo "Gold" Embroidery		\$6.00
48		VAS	EY3183 Dark Gold Left Chest Logo for White Shirts		\$6.00
49		VAS	1 Line Right Chest Embroidery, First Int. Last name / First abd last name		\$2.50
50		VAS	2 Line Right Chest Embroidery, Name/Rank		\$5.00
51		VAS	HT14C White, Heat Press Knoxville Fire, Back		\$2.75