

RFB0321005016 – Department of Transportation Apparel and Accessories

SECTION 1 - INTRODUCTION

1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally upload the document to VSS with your bid. As an option, the Bidder may print, write in responses, scan, and attach response. If this document is not attached to the bid response in VSS, the Bidder's bid may be disqualified.

1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the VSS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the VSS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.3 Request for Bid (RFB) Definitions

Definitions – For the purposes of this RFB and the resulting contract, the following terms shall mean:

“Agency” means the agency identified in the VSS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

“Alternative Bid” means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

“Bid” means the Bidder's bid submitted in response to the RFB.

“Bidder” means a vendor submitting a bid in response to this RFB.

“Contract” means the contract(s) entered into with the successful Bidder(s).

“Lead Agency” means the agency facilitating the procurement and establishing the Contract.

“Participating Agency” means the agency utilizing the established contract.

“Political Subdivisions” means cities, counties, and educational institutions.

“Responsible Bidder” means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the

Agency may consider various factors including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

"Responsive Bid" means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

"RFB" means this Request for Bids and any addenda hereto.

"State" means the State of Iowa, the Agency identified in the VSS solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

1.4 Contract Term The term of the contract will begin **08/01/2021** and end on **7/31/2024**. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to three (3) annual extensions. The resulting contract will be available to all State Agencies and Political Subdivisions.

1.5 Background Information

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

The Iowa Department of Transportation is seeking eligible bidders to provide Enforcement Officer Uniform apparel and accessories. These items may be embellished, altered or tailored to Agency requirements.

May 2020 – May 2021 Spend

ITEM NUMBER	DESCRIPTION	Ordered	Price Per Each
FW573	BATES LITES HIGH GLOSS CHUKKA	4	\$107.36
GL906	BLACK LEATHER THINSULATE LINED GLOVES W/VELCRO CLOSURE	9	\$22.50
JA333	BLAUER COLORBLOCK SOFTSHELL FLEECE JACKET	2	\$130.24
JC590	BLAUER SOFTSHELL FLEECE 4660	2	\$117.11
LP005	RADIO HOLDER W/SWIVEL	3	\$42.90
LP070	SAFARILANDS BUCKLELESS OUTER DUTY BELT	4	\$72.89
LP071	Safariland's Buckleless Inner Trouser Belt	5	\$33.25
LP127	SAFARILAND #77 DOUBLE MAGAZINE HOLDER	2	\$43.19
LP718	6367 ALS/SLS BELT LOOP HOLSTER	2	\$128.34
NP516	511 TACTICAL 1 3/4 IN OPERATOR BELT	4	\$31.95
SG274	STRYKE PDU MENS LS PATROL UNIFORM SHIRT CLASS B	29	\$88.25
SG277	STRYKE PDU MENS SS PATROL UNIFORM SHIRT CLASS B	32	\$88.25

SP068	BATES LITE HIGH GLOSS OXFORDS	1	\$149.95
SW724	5.11 MENS PERFORMANCE S/S POLO	8	\$41.95
TR506	5.11 TAC LITE PANTS	25	\$49.99
TR642	WOMENS TACLITE PRO PANT	9	\$49.99
TR909	5.11 STRYKE PANT W/FLEX TAC	80	\$62.50
UA494	3IN POLYESTER CLIP ON TIE W/ BUTTONHOLE	21	\$5.99
ZA2186	71500 PRO SERIES SAFETY VEST	1	\$59.02
ZC224	SA01 190 HANDCUFF POUCH	1	\$34.20
ZC570	3.5 IN POLYESTER CLIP-ON TIE W/ BUTTONHOLE	156	\$4.95

SECTION 2 – ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the VSS solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the VSS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB through an addendum.

2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa VSS by the Bidder to the bid and received by the time set for the receipt of Bids.

2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa VSS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.7 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

2.8 Rejection of Bids

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

2.9 Disqualification

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.10 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB

specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

2.11 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid.

2.12 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Bidder's financial stability, past or pending litigation, and other publicly available information.

2.13 Verification of Bid Contents

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

2.14 Bid Clarification Process

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

2.15 Disposition of Bids

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.16 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Bid be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.17 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S BID. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

2.18 Copyrights

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

2.19 Release of Claims

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFB.

2.20 Bidder Presentations

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

2.21 Evaluation of Bids Submitted

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

2.22 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

2.23 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.24 Evaluation Criteria

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa VSS. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

2.26 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

2.27 Choice of Law and Forum

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders are responsible to determine the applicability of Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.29 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

2.30 Unit Price

If a discrepancy between the unit price and the item total exists, the unit price prevails.

2.31 Price Adjustments to Term Contract(s)

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa

Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

2.32 Registration

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

2.33 Questions and Requests for Clarification

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date **July 8, 2021 2:00 PM CT**. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

3.1 Bidder Requirements

- 3.1.1 Brands Bid other than the Agency approved and Listed will be considered not in compliance.
- 3.1.2 Bidder shall have the necessary production facility or inventory to be able to provide items to Agency in a timely manner and in full accordance with the material specifications.
- 3.1.3 The successful Bidder shall have **no minimum order quantity** requirement.
- 3.1.4 All items shall be new, first quality, unused, with a production date of no more than 12 months prior to shipment and without flaws or defects that adversely affect appearance, durability, fit and function and must have been formally announced by the manufacturer as being commercially available.
- 3.1.5 Bidder shall insure that all items, apparel and accessories item sizes shall be industry standard and meet criteria according to the Federal Commercial Standard. Bidder shall not deviate from sizes ordered. All sizes shall be standard and run true to size.
- 3.1.6 Items shall be fully warranted against defects for a minimum of ninety (90) days.
- 3.1.7 All items, apparel and accessory items shall be color fast.
- 3.1.8 Bidder shall insure that all colors offered by the manufacturer for all items listed in Iowa Vendor Self Service website are available for order by the Agency. Delivered items must be the colors stated on the purchase order, substitute colors will be returned at the Bidder's expense.
- 3.1.9 Bidder shall insure that all items have care label permanently affixed giving the care instructions and must show the lot number, size, fabric contents, care instructions, WPL, number of the garment and brand name. **The label may also include the officer's name, rank and other information Iowa Department of Transportation deems necessary.**
- 3.1.10 All above requirements apply unless prohibited by the manufacturer. Bidder shall provide an explanation if prohibited.
- 3.1.11 In the event that the manufacturer makes noticeable changes to an item, or an item currently on Contract is discontinued by the manufacturer, the Bidder shall notify the issuing officers of this RFB or DAS Central Procurement immediately within thirty (30) days. Failure to do so immediately may result in cancellation or termination of the Contract.

3.2 Sizing and Measurements

The successful Bidder shall ensure the proper sizing of Iowa DOT Enforcement Officer Uniform items for all employees by personal detailed measurement.

- 3.2.1** The successful Bidder shall conduct pre-order measurements of employees as requested by the Iowa Department of Transportation at the employees work location (usually their assigned district post location).
- 3.2.2** The successful Bidder shall retain and verify measurements for all Enforcement Officers.
- 3.2.3** The successful Bidder shall ensure the proper fit of all Iowa DOT Enforcement Officer Uniform items after delivery.
- 3.2.4** The successful Bidder shall verify the fit of each Enforcement Officers uniform as requested by the Iowa Department of Transportation at the employees work location (usually their assigned district post location).
- 3.2.5** Should the Iowa Department of Transportation require the uniform to be altered during the post measurement, the successful Bidder shall perform the alteration and deliver the altered uniform to the Enforcement Officer within thirty (30) days of the post measurement.

3.3 Embellishment, Alteration and Tailoring Requirements

- 3.3.1** The Agency may provide Artwork or materials to the Bidder in the following formats: EPS, CDR, AI, PDF, TIF, JPG, BMP OR RAW. Camera-ready artwork may also be provided. All artwork and materials provided to the Bidder shall become the property of the ordering entity and shall be returned to the ordering entity at the end, cancellation or termination of the Contract. Final payments shall not be made until all materials have been returned to the ordering entities.
- 3.3.2** Bidder may be required to sew an embellishment including Patch (embroidered emblem), Badge or Button on to a garment. Embellishments shall be furnished to the Contractor by the ordering entity. Embellishments, when furnished to the Bidder shall be stored in a clean, dry and secure area. Providing patches to unauthorized persons may result in cancellation or termination of the Contract.
- 3.3.3 Quotes and Proofs**

All Bidders shall be required to provide a written quote(s) and proof for all items , apparel and accessories orders with embellishments, alterations and tailoring within twenty four (24) hours of receipt of request from Agency. The quote and proof will be emailed to the ordering Agency personnel for approval.
- 3.3.4 Errors**

Errors made in patch application, embroidery or screen-printing made by the Bidder after the proof has been approved, in writing will be the responsibility of the Bidder to replace the inferior garment with a new garment with the requested embellishments at no cost to the ordering entity. The replacement apparel or accessory shall be delivered within ten (10) business days of the reported error.
- 3.3.5** Errors in patch application, embroidery or screen-printing determined to be the fault of the ordering Agency will be replaced with new garments and requested embellishments with all replacement costs charged to the ordering Agency/employee.

3.3.6 Continued receipt of defective merchandise may result in the State purchasing the replacement items on the open market and charging the difference in the open market price and the Contract price back to the Bidder. Continued delivery of defective items may also result in cancellation or termination of the Contract.

3.3.7 Embellishment Sample Requirements

Samples of the DNR logos and badges may be applied to garments or material swatches. Samples will be evaluated visually to verify specifications were met. The Agency logo and badge specifications will be provided by the ordering Agency.

3.4 Embellishment Pricing

Bidder shall provide pricing for these embellishments and alterations in Iowa Vendor Self Service website:

- Embroidery Services. Embroidery per Stitch. The Agency shall supply logo design and color of logo to the Bidder. Embroidery shall be sewn on the garment in the location indicated by the Agency and in a professional manor not to unravel with normal wear. Embroidery 10,000-20,000 stitches.
- Screen Printing Services
- Patch Application Services. Application of Embellishments including Patches, Badges and Buttons. Embellishments shall be supplied by Agency to the Bidder. Embellishments shall be sewn on the garment in the location indicated by the Agency and in a professional manor not to unravel with normal wear. See attached Exhibit A - Iowa Dot Enforcement Officer Uniform Embellishment Requirements.
- Alteration and Tailoring Services

3.5 Pricing

3.5.1 Bidder shall enter a price for each commodity line per pair in Iowa Vendor Self Service website.

3.5.2 Bidder shall provide supporting documentation for each apparel item bid:

Information shall include:

- Brand:
- Fabric:
- Colors:
- Style No:
- SKU:
- Sizes:
- Packaging:
- Number in each Package:
- Link to website

3.6 Local Staff or Production Facility

The successful Bidder must have the necessary local staff and or a production facility within the Greater Des Moines Metro Area including the cities of Altoona, Ankeny, Des Moines, Grimes, Johnston, and West Des Moines to accommodate the uniform requirements of the Iowa

Department of Transportation in a timely manner and in full accordance with the material specifications in this RFB. The local staff shall be able to provide tailoring and alterations and small repairs as needed to each garment.

3.7 Reporting

The successful Bidder will be required to submit a quarterly report of all Enforcement Officer Uniforms ordered by Agency with all sizing noted to Tom Bruun and Julie Janssen; Tom.Bruun@iowadot.us, Julie.Janssen@iowa.gov in an Excel spread sheet.

3.8 Order Processing and Customer Service Requirements

- 3.8.1** Orders are to be placed directly with the Bidder by an Agency employee
- 3.8.2 Order Forms.** Bidder shall work with each separate Agency requesting specific order forms for the standardization of ordering.
- 3.8.3** Bidder Customer Service shall respond to all inquiries from the Agency within twenty four (24) hours of receipt of inquiry.
- 3.8.4** Bidders shall provide a toll-free customer service phone number and email address for use by the Agency to place orders.
- 3.8.5** Bidder shall fax or email an order confirmation to the Agency when an order has been placed within twenty four (24) hours after receipt of the order. This service shall be available from all Bidders who accept purchase orders via phone, fax or email at no additional charge to the Agency. Internet based orders will receive confirmation via email.
- 3.8.6** Orders shall be accepted via email, online or fax. Bidders may enter the link to an internet site for on-line ordering with the State Pcard. All Internet-based ordering mechanisms provided shall be free of charge and shall comply with the state's Pcard protocol explained in Section 4.4 of this RFB.
- 3.8.7 Quotes.** Bidder shall provide a quote and proof by email for all orders placed. Contractor will not move forward with the order until they have received approval from ordering personnel.
- 3.8.8** Bidder shall provide requesting Agencies quotes for catalog products per discount percentage. Bidder quotes shall include the list price and the discounted price on the quote. Bidder shall provide quote to requesting Agencies within twenty four (24) business hours of receipt.

3.9 Delivery, Backorders and Returns

- 3.9.1** Bidder shall provide all shipping FOB Destination, Freight Prepaid.
- 3.9.2** Over shipments and substitutions of clothing, apparel and accessories items are prohibited and will be returned at the Bidder's expense.

- 3.9.3** Delivery of altered or embellished clothing and accessories shall be made within twenty (20) business days after receipt of the approved proof and confirmed order from the ordering entity/employee. Failure to deliver within twenty (20) business days after receipt of the final proof and order may result in the State purchasing the embellished clothing and accessories on the open market and charging the difference in the open market price and the Contract price back to the Contractor. Continued failure for not delivering on time may also result in cancellation or termination of the Contract.
- 3.9.4** All items found to be defective or not in accordance with specifications related to this RFB, although accepted through oversight or otherwise, within thirty (30) days of receipt shall be returned and replaced free of charge at the Bidders expense including all transportation and restocking costs.
- 3.9.5** Bidder shall have the ability to resolve any questions or problems with fits, sizes and correct any and all order errors within Thirty (30) days of receipt of order to Agency. The State of Iowa shall not be assesses restocking charges or any other form or return charges.
- 3.9.6** Bidder shall label shipped package with the ship-to address, contact person. The package must include a packing slip with the purchase order number, ship to information, product description, item number and quantity. The packing slip may also include the invoiced price.
- 3.10** Bidder shall notify the Agency within twenty four (24) hours by email or fax when an item or order is on backorder or out of stock once the Bidder is aware of the backorder. This fax or email service shall be available from all Bidders who accept orders.
- 3.11** The State of Iowa will not buyout any Bidder's stock or inventory at the end of the resulting contract.

SECTION 4 - FORM OF BID

Instructions – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment 3.

4.1 Bidder Information

Business Name: Galls, LLC

Official Address: 1340 Russell Cave Road Lexington, KY 40505

Remit to Address: PO Box 71628 Chicago, IL 60694-1628

Firm's State or Foreign Country of Residence: Kentucky

Sales contact: Kaitlyn Carr

Telephone Number: 859-800-1369 Email: carr-kaitlyn@galls.com

Fax Number: 877-914-2557

Ordering contact: Kaitlyn Carr

Telephone Number: 859-800-1369 Email: carr-kaitlyn@galls.com

Billing contact: Cyndy DeBerdT

Telephone Number: 859-514-9592 Email: deberdt-cyndy@galls.com

4.2 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder's objection or amendment in writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.3 Terms and Conditions

The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of the Agreement.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.4 Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the [State of Iowa Purchasing Card Policy and Procedures Manual](#), or visit the [State Pcard website](#).

Bidder has read and agrees to this section: Yes ☒ No ☐

4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating “yes”, a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall

provide, if requested, specific references and/or supportive information to verify the Bidder's compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.6 **Bidder Experience**

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

Galls, LLC ("Galls") has been in business for more than 54 years servicing the public safety market;
specializing in law, fire, security, corrections, emergency medical services, federal government,
military, postal, and transit uniforms and equipment. Galls employs more than 1,000 employees.
Galls generates over \$535 million in annual sales by servicing over one million individuals and 68% of all
public safety agencies annually. Galls, LLC ("Galls") has many long-standing contracts across the
United States with agencies of all sizes. Galls has three dedicated distribution centers and over 85
branch operations, consisting of contract service centers and retail storefronts. We have
approximately 700 formal contracts that we service daily from one or more of our 85+ locations.

4.7 **Terminations, Litigation, Debarment**

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.

- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

● During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.

Contract #20-40 with the Henry County Fire Department, GA was terminated on
 December 31, 2020, for service issues related to delivery, website, and ordering delays.

4.8 Bidder Reference

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information.

See attached reference document

4.9 Preference

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder's residence. Enter the resident preference in the text box or indicate no preference.

Bidder's state has a preference law: Yes ☒ No ☐ **Bidder's state** Kentucky

4.10 Open Competition

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.11 Silence of Specification

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.12 FOB Destination, Freight Prepaid

Bidder has read and agrees to this section: Yes ☒ No ☐

4.13 Delivery Time

Provide the expected number of days after receipt of order until delivered to the specified facility.
Expected number of days: 3-14 days for in-stock items
120-150 days for custom items

Bidder has read and agrees to this section: Yes ☒ No ☐

4.14 Award by Either

The Iowa Department of Administrative Services reserves the right to award to the Bidder with the best overall price or to the Bidder with the best line item price.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.15 Administrative Fee

In addition to the approved discounts or prices specified in the Contract herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against this Contract. The fee shall be paid yearly to the Iowa Department of Administrative Services, Central Procurement; Attn: Chief Operating Officer, Level 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.16 Criminal History and Background Information

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.17 Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder's insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

4.17.1 Certificates of Coverage

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance

is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

4.17.2 Waiver of Subrogation Rights

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency's request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder's receipt of such proceeds or payments.

4.17.3 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

Bidder has read and agrees to this section:

Yes ☒ No ☐

4.18 Defective Items

All items found to be defective within the manufacturer's warranty period shall be returned and replaced with new items at the successful Bidder's expense.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.19 Standard of Quality

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.20 Nonprofits

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.21 Payment Terms

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

What discount will you give for payment in 15 days? N/A

What discount will you give for payment in 30 days? N/A

Bidder has read and agrees to this section: Yes ☒ No ☐

4.22 Quarterly Report

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Julie Janssen, Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.23 Public Entities (Political Subdivisions)

The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.24 Firm Contract Pricing

Any contract that results from this bid will have firm pricing for one year.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.25 Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.26 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers." To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.27 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer's level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder's documentation. Informational Only: At the time of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist). A link to the PPI Commodity Data is available at:

<https://www.bls.gov/ppi/>

- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.28 Additional Items or Manufacturers

The State reserves the right to add additional items or manufacturers to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Items or manufacturers may only be added upon the agreement of the Department of Administrative Services, Procurement and the Contracted Supplier.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.29 Substitution of Items During Term of Contract

Substitute brands or models may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of Department of Procurement Management, Bids & Contracts Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.30 Country of Origin

Bidder must be able to provide country of origin, if requested.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.31 Pricing

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the respondent. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.32 Pricing Restrictions

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

Bidder has read and agrees to this section:

Yes ☒ No ☐

Attachment #1
Certification Letter

Alterations to this document are prohibited.

(Date) 7/14/2021

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

Galls, LLC

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to Iowa Department of Administrative Services for RFB0321005016 for Department of Transportation Apparel and Accessories. are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,


Signature

David Scheve, CFO
Name and Title of Authorized Representative

7/14/2021
Date

Attachment #2
Authorization to Release Information Letter

Alterations to this document are prohibited.

(Date) 7/14/2021

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

Bidder hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

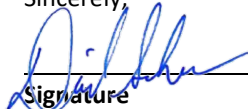
The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,



Signature

David Scheve, CFO
Name and Title of Authorized Representative

7/14/2021
Date

Attachment #3
Exceptions Form

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:
(Make additional pages if necessary)

<u>Section</u>	<u>Exception</u>
1. _____	N/A _____ _____
2. _____	_____ _____ _____
3. _____	_____ _____ _____
4. _____	_____ _____ _____
5. _____	_____ _____ _____
6. _____	_____ _____ _____
7. _____	_____ _____ _____
8. _____	_____ _____ _____
9. _____	_____ _____ _____
10. _____	_____ _____ _____

Attachment #4
Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder’s request for confidentiality that does not comply with this form or a Bidder’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder’s request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

****Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

Galls, LLC
Company


Signature (required)

0321005016
RFB Number

Chief Financial Officer
Title

Apparel and Accessories
RFB Title

7/14/2021
Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Bidder is requesting confidential treatment of any information submitted in its Bid.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Bidder's submission does not guarantee the agency will grant Bidder's request for confidentiality. The Agency may reject Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.

RFB Section :	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

****If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder's submittal to request confidentiality or rejection of the Bid as being non-responsive.***

****Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date

**Galls, LLC References for Iowa Department of Transportation-
Apparel and Accessories #0321005016**

Iowa Department of Public Safety
Lt. Bryan Guill, Commander Fleet & Supply
30 NE 48th Place Des Moines, IA 50313
F&S Main 515-281-3391
Direct 515-281-3118
Cell 515-201-9958
guill@dps.state.ia.us

Polk County Sheriff's Office
Capt. Brandon Bracelin
2309 Euclid Avenue Des Moines, Iowa 50310
515-286-3342 Office
515-229-9720 Cell
brandon.bracelin@polkcountyiowa.gov

Dave Staskiewicz
Omaha Police
ERU / Bomb K-9
402-616-7378
Dave.staskiewicz@cityofomaha.org



Governor Kim Reynolds
Lt. Governor Adam Gregg
Adam Steen, Director

July 14, 2021

To: All Potential Bidder
From: Julie Janssen, Purchasing Agent
Subject: RFB0321005016 DOT Apparel and Accessories

Addendum One

Please amend the subject RFB to include answers to the following timely received questions:

Q1. Are alternative brands that meet the same specs acceptable for consideration?

A1. The State reserves the right to review and approve any substituted items. The State reserves the right to request samples of all alternative or substitute items bid to ensure products is of equal or greater quality to the product specified. Samples shall be provided at no charge to the State for evaluation purposes and will not be returned. The samples will be evaluated by the Department of Transportation to verify apparel meets material specifications in Section 3.2.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

7/14/2021

Date

David Scheve

Typed or Printed Name



5.11 Tactical Women's Snag-Free Performance Short Sleeve Polo

5.11 #61165/Galls #SW993



Product Specs:

- 6.7 oz 100% polyester
- Wicks away moisture to keep you dry
- Designed to fit a woman's body for a comfortable and flattering fit
- Anti-microbial to prevents odor-causing bacteria
- Surface has a slight sheen that doesn't pull so it stays smooth, day after day
- Gusseted sleeves for greater range of motion
- No-roll collar with collar stays

- Three-button placket
- Bar tacking at major seams and stress points
- Pen pocket at the sleeve
- Mic loops at the shoulders and chest
- Durable melamine buttons
- Fade, shrink and wrinkle-resistant
- Machine wash and dry
- Imported



5.11 Tactical Men's Snag-Free Performance Short Sleeve Polo

5.11 #71049/Galls #SW724



Product Specs:

- Click to view [5.11 Women's Snag-Free Polo](#) (Item #SW993)
- 6.7 oz, 100% jersey-knit polyester
- Professional appearance, lasting comfort
- Moisture wicking, quick drying, antimicrobial
- Snag, rip and wrinkle resistant with SmartWeave® fabric
- Dual pen pockets at left sleeve
- Traditional three-button placket
- Melamine buttons won't burn, crack or melt
- Bartacking at major stress points for durability
- Accepts embroidery and silk-screening
- No roll collar with flexible collar stays
- Integrated mic loops at the shoulders and chest
- Machine wash and dry
- Imported



EDWARDS MICROFIBER PLEATED FRONT DRESS PANT

Galls #TR2324/MFG. #2634



PRODUCT SPECS

- 100% Microfiber, 6.7 oz.
- Traditional fit
- Pleated front with solid waistband
- Hook/bar closure with YKK nylon zipper
- Two front and one back pocket
- Traditional fit
- Moisture wicking and soil release
- Industrial launder or machine washable



EDWARDS MICROFIBER FLAT FRONT DRESS PANT

Galls #TR2051/MFG. #2534



PRODUCT SPECS

- 100% Microfiber, 6.7 oz.
- Traditional fit
- Flat front with solid waistband
- Hook/bar closure with YKK nylon zipper
- Two front and back pockets
- Moisture wicking and soil release
- Industrial launder or machine washable



EDWARDS WOMEN'S MICROFIBER FLAT FRONT DRESS PANT

Galls #TR2099/MFG. #8532



PRODUCT SPECS

- 100% Microfiber, 6.7 oz.
- Traditional fit flat-front pant with easy fit waistband
- 2 front pockets and 1 back pocket
- Hook/bar closure with nylon zipper
- Moisture wicking with solid release
- Industrial launder or machine washable



SAFARILAND BUCKLELESS REVERSIBLE DUTY BELT, 1.5"

Galls #LP071 BW/MFG. #99



PRODUCT SPECS

- Safarilaminate construction
- Loop lined for use with Safariland outer duty belts
- Hook and loop closure
- Reversible
- 1-1/2"W



SAFARILAND SAFARILAMINATE BUCKLELESS OUTER DUTY BELT

Galls #LP071 BW/MFG. #99



PRODUCT SPECS

- Safarilaminate construction
- Hook lining attaches to loop of inner trouser belt for a Buckleless™ System
- Hidden brass hook and a hook-and-loop closure on both ends
- 2-1/4"W



BOSTON LEATHER GARRISON BELT

Galls #LP798 BBW SIL/MFG. #6505-3



PRODUCT SPECS

- 10-12 ounce, drum dyed full grain English Bridle leather
- Made with the same quality materials and superior craftsmanship as our duty belts
- Postal Approved if stamped. Postal Approval number is required, please request when ordering
- Used by sports umpires, referees, and officials as their belt of choice
- Width of belt 1-3/4"



SAFARILAND PLAIN CLOTHES LEATHER BELT

Galls #LP855/MFG. #SA-L280-XX-2 and L830



PRODUCT SPECS

- Casual styling
- Leather look outer material
- Lined with 7/8 oz. vegetable tanned cowhide for additional stability
- 1½" wide



BATES LEATHER UNIFORM OXFORD

Galls #FW581/MFG. #0968



PRODUCT SPECS

- Leather upper
- Breathable lining
- Cushioned removable insert
- Long wearing Vibram® rubber outsole
- Goodyear welt construction
- Assembled in the USA



BATES WOMEN'S LITES BLACK HI-GLOSS OXFORD

Galls #FT927/MFG. #E00731



PRODUCT SPECS

- High gloss oxford
- Low cut straight collar
- Fiberglass shank
- Cambrelle® lining wicks away moisture for healthy feet
- Durashock® insoles reduce foot fatigue
- Removable full cushion footbed with Axidyne Polymer® for support and comfort
- Oil-resistant polyurethane outsole for sure footing
- Meets Army and Air Force mil-spec



BATES LITES LEATHER DRESS SHOE

Galls #FW574/MFG. #0056



PRODUCT SPECS

- Leather upper
- Breathable lining
- Cushioned removable insert
- Non marking Bates Lites outsole
- Goodyear welt construction
- Assembled in the USA
- Postal Approved



SPIEWAK TRITEL JACKET LINER

Galls #JA622/MFG. #S526CF



PRODUCT SPECS

- Double storm fly flap with full zip-to-the-neck collar
- Fleece-lined hand warmer pockets with zipper closures
- Full zip-to-the-neck collar
- Large inside storage pocket
- Raglan sleeve design allows complete range of motion
- Warm non-pill micro fleece lining in body; sleeves lined with polyfill quilted to nylon



SPIEWAK ANSI VIZGUARD LONG REVERSIBLE DUTY RAINCOAT

Galls #RW121/MFG. #S309V0



PRODUCT SPECS

- Third party certified compliance with ANSI 107-2010 Class 3
- Complies with FHWA required Rule 23 CFR Part 634 of the Federal Registry
- Black nylon oxford shell with fluorescent VizTech™ coating on reverse side
- Waterproof with sealed seams
- Lightweight single-ply construction for comfort
- Hook-and-loop closure pass-through pockets for inner access to uniform pockets
- Snap-on reversible hood with draw cord
- Full-length double placket with heavy-duty front snap closure
- Badge tabs on left chest of both sides of the garment
- Length: 48"



SAMUEL BROOME CLIP ON W/ BUTTON HOLES

Galls #ZC570/MFG. #90016



PRODUCT SPECS

- Pre-tied Clip-on tie
- Polyester / Wool blend - tropical weave
- Black metal clip
- Buttonhole Feature - For a neater and more professional appearance, slide small end of the tie through the loop and button to shirt.



RED KAP UNIFORM COVERALL LONG SLEEVE

Galls #JS027/MFG. #CT10NV



PRODUCT SPECS

- 7.5 oz. Twill
- 65% Polyester/35% Cotton
- Two set-in front pockets
- Two patch hip pockets
- Two-way brass zipper
- Action back
- Side vent openings
- Sized to be worn over clothes



RED KAP INSULATED TWILL COVERALL

Galls #JS092/MFG. #CT30NV



PRODUCT SPECS

- 7.25 oz. 65% Polyester/35% Cotton twill
- 100% polyester liner
- Side vent openings for better ventilation
- Two-way brass zipper, gripper at lapel
- Two set-in front pockets
- Two zippered breast pockets
- Two patch hip pockets
- One-piece ruler/plier pocket
- Utility pocket on sleeve
- Light soil wash
- Adjustable leg bottoms



5.11 Tactical Men's Short Sleeve Class B Stryke PDU Shirt

5.11 #71038/Galls #SG277



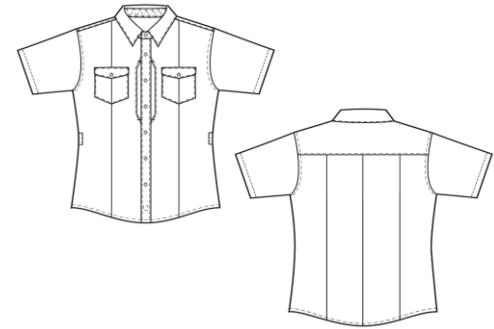
Product Specs:

- Flex-Tac™ mechanical stretch allows superior mobility

- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden Document Pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included
- Melamine buttons won't crack, burn, or melt

PRODUCT DESCRIPTION: Women's Stryke PDU® Short Sleeve Shirt - Class B

STYLE NUMBER: 61018



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit
- UPF 50

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

KF (9/8/15)



5.11 STRYKE PANT

Item# TR909 | Mfg# 74369



The 5.11 Stryke® Pant is what all other pants want to be. Made of our patent-pending two-way Flex-Tac® mechanical stretch fabric, finished with stain- and soil-resistant Teflon®, the 5.11 Stryke® pant is exceptionally durable. With 12 pockets, reinforcements in strategic places, and a self-adjusting waistband, it's high-performance functionality at its finest.

Features Details

- Two-way Flex-Tac® mechanical stretch
- Front pockets sized for EDC items
- 12 pockets
- 6.76 oz. Flex- Tac® ripstop fabric
- Self- adjusting tunnel waistband
- Gusseted construction
- Articulated knees
- [Internal knee pad ready](#)
- Bartacking at major seams and stress points
- Teflon® finish
- 12 pockets, including double- deep cargo pockets
- Rinse washed
- YKK® zippers and Prym® snaps
- Imported



5.11 Tactical TacLite Pro Pants

5.11 #74273/Galls #TR506



Products Specs:

- 6.14 oz ripstop, 65% polyester/35% cotton fabric
- Fade and wrinkle-resistant
- Expandable Waist

- Teflon finish repels moisture, stains and dirt
- Patented straps and trademark slash pockets
- Welded pocket added to right side, parallel to magazine pocket
- YKK zipper & Prym snaps
- Diamond gusset added to the crotch for outstanding durability and flexibility
- Double thick seat and knees
- Machine wash and dry
- Imported

There are few pairs of pants that are versatile and comfortable enough to wear on the job or during your favorite recreational activity. Order a pair of 5.11 Tactical TacLite Pro Pants for great looking, durable [tactical pants](#) that you'll want to wear everywhere you go.



GALLS CLIP-ON TIE

Galls #UA494/MFG. #UA494



PRODUCT SPECS

- 100% polyester
- Pre-tied
- Tropical weave
- Comes with three buttonholes to keep ties straight
- Slide small end of tie through the loop and button to the shirt
- Made in USA



ROCKY PRO CELL LEATHER CHUKKA BOOT

Galls #SP750/MFG. #501-8



PRODUCT SPECS

- Men's Pro Cell Leather Chukka
- Leather
- Water-resistant
- Pro Cell outsole and Pro Cell polyurethane midsole with perforated air-flow insert
- 90° heel rest assures secure footing
- Lightweight



BATES LITES HIGH GLOSS CHUKKA BOOT

Galls #FW573/MFG. #0053



PRODUCT SPECS

- High gloss (Corofram) upper
- Breathable lining
- Cushioned removable insert
- Padded ankle collar
- Non marking Bates Lites outsole
- Goodyear welt construction
- Assembled in the USA



BATES LITES HIGH GLOSS OXFORDS

Galls #SP068/MFG. #0942



PRODUCT SPECS

- High gloss oxford
- Low cut straight collar
- Fiberglass shank
- Cambrelle® lining wicks away moisture for healthy feet
- Durashock® insoles reduce foot fatigue
- Removable full cushion footbed with Axidyne Polymer® for support and comfort
- Oil-resistant polyurethane outsole for sure footing
- Meets Army and Air Force mil-spec



TINGLEY MENS WATERPROOF RUBBER SHOE TOP OVERSHOE

Galls #FT054/MFG. #1300



PRODUCT SPECS

- Men's shoe-top work rubber
- Designed to allow complete cover of shoe
- 100% waterproof
- Postal approved



FLYING CROSS PRO SERIES 3M SCOTCHLITE HI-VIS SAFETY VEST

Galls #ZA2186/MFG. #71500P



PRODUCT SPECS

- Features a front construction of polyester vis-stop and a back made of performance mesh for the top quality and performance
- Available with lettering in various placement options to fit your specific needs
- Includes a 3M™ Scotchlite™ Reflective Material bands on all sides
- Offers badge eyelets and a large pen pocket for substantial storage space
- Comes with a professional wrap band that identifies the wearer as a public safety professional



BLAUER TACSHELL JACKET

Galls #JC872/MFG. #9820



PRODUCT SPECS

- Waterproof, windproof, and breathable B.DRY® 3-layer Nylon rip-stop shell fabric with stretch
- Drop shoulder design and articulated elbows for unrestricted movement
- Multiple pocket configuration, including wearable electronics integration offer places for all your gear
- Customizable pull down panels deploy from front and rear yokes
- Hidden Napoleon pocket on left chest under storm flap for documents or gear



BLAUER PRO-3 THERMAL FLEECE JACKET

Galls #JA039/MFG. #4650



PRODUCT SPECS

- Insulated fabric is extremely breathable and provides four times the wind-resistance of conventional fleece
- Drop shoulder design for unrestricted movement
- Full zipper front with inside fly for protection from the wind
- Elasticized cuffs and bottom hem
- Zippered hand warmer pockets
- Ripstop nylon front and back yokes for contemporary appearance and easy slide over of outer shell
- Optional badge tab, name tab, and military-style epaulets included
- Mic tabs attached on both sides



BLAUER SOFTSHELL FLEECE LINER/JACKET

Galls #JC590/MFG. #4660



PRODUCT SPECS

- Lightweight fleece-lined design provides warmth and wind resistance
- Water resistant finish repels rain and snow
- Drop shoulder design for unrestricted movement
- Fleece-lined hand warmer pockets with zippers
- Zippered side openings with snap closures
- Delrin zipper front extends to top of collar for excellent wind protection
- Elasticized cuffs and waistband
- Microphone tab and badge tab



BLAUER COLORBLOCK SOFTSHELL FLEECE JACKET

Galls #JA333/MFG. #4670



PRODUCT SPECS

- Lightweight fleece-lined design provides superior warmth and wind resistance to most fleece jackets
- Water-resistant finish repels rain and snow
- Hi-Vis version (only) is certified to ANSI 107-2020 Type P Class 3
- Zips in as a liner for Blauer System Outerwear Shell Jackets



TRITEL SYSTEMS PARKA

Galls #JA627/MFG. #SPS577



PRODUCT SPECS

- Fleece-lined hand warmer pockets with snow flaps
- Performance sleeves allow complete range of motion
- Pit zips to allow ventilation
- Several jackets can zip into this parka for full winter protection
- Three-piece waterproof, windproof, breathable drop-in hood with draw cords
- Windproof, waterproof Tritel® outershells with sealed seams



GFP THINSULATE LEATHER GLOVE

Galls #GL1241/MFG. #7314



PRODUCT SPECS

- Soft, supple, long wearing leather
- 40 gram Thinsulate™ for warmth without bulk.
- Inverted seams for finger dexterity and longer wear.
- Sewn with nylon thread.



SAFARILAND ALS CONCEALMENT HOLSTER

Galls #LP718/MFG. #6367



PRODUCT SPECS

- ALS® (Automatic Locking System) secures weapon once holstered; simple straight up draw once all releases are deactivated
- Includes SLS hood assembly and Hood Guard
- SLS allows for a smooth single-motion draw.
- Features the 567BL belt loop that fits a 1.5 in. (38 mm) or 1.75 in. (45 mm) belt.



SAFARILAND 6360 ALS/SLS LEVEL III MID-RIDE RETENTION HOLSTER

Galls #LP415/MFG. #6360



PRODUCT SPECS

- Safarilaminate™ construction
- Unique design locks into the ejection port and is operated by your thumb once the Self Locking System (SLS) is released
- Hood Guard helps protect the SLS from impact and premature release especially in an attempted takeaway
- ALS secures weapon when holstered
- Slim, compact design rides close to body
- Smooth, straight up draw when all releases are activated



SAFARILAND SAFARILAMINATE DOUBLE MAGAZINE HOLDER

Galls #LP127/MFG. #77



PRODUCT SPECS

- Safarilaminate construction
- Vertical and horizontal belt slots for a regular or low-profile position
- Tension screw to adjust the magazine retention
- Fits up to 2-1/4" belts



SAFARILAND HANDCUFF POUCH

Galls #ZC224/MFG. #190



PRODUCT SPECS

- Designed to fit either standard chain or hinged cuffs. 40 gram Thinsulate™ for warmth without bulk.
- Constructed of durable leather look material.
- Designed for 2.25 in. (58 mm) duty belts.



SAFARILAND RADIO HOLDER WITH SWIVEL

Galls #LP005/MFG. #762



PRODUCT SPECS

- Safarilaminate™ construction
- Detachable swivel belt loop
- Adjustable bungie cord tie-down with a snap closure
- Fits belts up to 2-1/4"W



UNDER ARMOUR WOMEN'S TACTICAL REACTOR MOCK BASE SHIRT

Galls #SW1769/MFG. #1316921



PRODUCT SPECS

- 86% polyester/14% elastane
- Fitted, next-to-skin without the squeeze
- ColdGear® Reactor intelligent insulation adapts to your activity level
- Material wicks sweat & dries really fast
- Anti-odor technology prevents the growth of odor-causing microbes
- Fabric has soft, brushed "nodes" next-to-skin for the right warmth that breathes as you move
- Mock neck construction for added coverage
- Raglan sleeves



UNDER ARMOUR TACTICAL MOCK BASE SHIRT

Galls #SW1762/MFG. #1316935-001



PRODUCT SPECS

- 86% polyester/14% elastane
- Fitted, next-to-skin without the squeeze
- ColdGear® Reactor intelligent insulation adapts to your activity level
- Material wicks sweat & dries really fast
- Anti-odor technology prevents the growth of odor-causing microbes
- Fabric has soft, brushed "nodes" next-to-skin for the right warmth that breathes as you move
- Mock neck construction for added coverage



UNDER ARMOUR WOMEN'S TACTICAL BASE LEGGINGS

Galls #SW1767/MFG. #1316923-001



PRODUCT SPECS

- 86% polyester/14% elastane
- Fitted, next-to-skin without the squeeze
- ColdGear® Reactor intelligent insulation adapts to your activity level
- Material wicks sweat & dries really fast
- Anti-odor technology prevents the growth of odor-causing microbes
- Fabric has soft, brushed "nodes" next-to-skin for the right warmth that breathes as you move
- Wide, flat elastic waistband
- 29" inseam



UNDER ARMOUR TACTICAL BASE LEGGINGS

Galls #SW1761/MFG. #1316937-001



PRODUCT SPECS

- 86% polyester/14% elastane
- Fitted, next-to-skin without the squeeze
- ColdGear® Reactor intelligent insulation adapts to your activity level
- Material wicks sweat & dries really fast
- Anti-odor technology prevents the growth of odor-causing microbes
- Fabric has soft, brushed "nodes" next-to-skin for the right warmth that breathes as you move
- Exposed elastic waistband with wordmark detail
- Working fly
- 30" inseam



MANZELLA TYPHOON GORE-TEX INSULATED GLOVES

Galls #GL420/MFG. #TECU-250



PRODUCT SPECS

- Gore-Tex® membrane provides superior protection from outside wetness and maximum breathability
- Ripstop nylon outer shell is tough and durable
- Rubber tex palm offers excellent grip
- Thinsulate™ insulation provides warmth while maintaining dexterity



DANNER LOOKOUT 8" INSULATED BOOT

Galls #FX537/MFG. #23827



PRODUCT SPECS

- To reduce the weight of the boot, we combine our smooth, full-grain leather with incredibly strong ripstop ballistic nylon. This durable upper is completely polishable.
- 100% waterproof barrier allows moisture to escape without letting water in, keeping your feet dry and comfortable all day long. Thinsulate™ insulation provides warmth while maintaining dexterity
- High-performance insulation that keeps you warm in the snow and rain without weighing you down.
- This patent-pending, plush, dual-density footbed provides superior cushioning, underfoot venting for maximum airflow and Airthotic. heel clip for support.



BATES WOMEN'S LITES BLACK HI-GLOSS OXFORD

Galls #FT927/MFG. #E00731



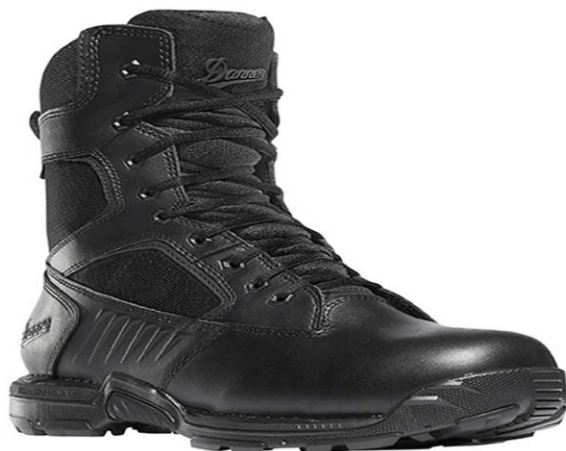
PRODUCT SPECS

- High gloss oxford
- Low cut straight collar
- Fiberglass shank
- Cambrelle® lining wicks away moisture for healthy feet
- Durashock® insoles reduce foot fatigue
- Removable full cushion footbed with Axidyne Polymer® for support and comfort
- Oil-resistant polyurethane outsole for sure footing
- Meets Army and Air Force mil-spec



DANNER STRIKER BOLT 8" WATERPROOF SIDE-ZIP BOOT

Galls #FT2149/MFG. #26634



PRODUCT SPECS

- Polishable, polyurethane coated leather upper with nylon
- 100% waterproof and breathable, GORE-TEX liner ensures that no water gets in, while allowing sweat and moisture to get out
- Semi-locking side zipper locks itself closed when its zipped up, yet easily releases when you pull the zipper down
- Stretch fabric pocket "lace garage" on the boot's tongue prevents loose laces from snagging or dragging
- Bi fit board combines the shank, lasting board, and midsole into a single unified piece that is molded to match the shape and contours of the boot for solid support and reduced weight
- The Striker Bolt outsole is slip-resistant and offers maximum surface contact while gripping on and off pavement
- The TERRA FORCE NEXT platform combines an internal and external shank system for arch support and torsion control
- The Vibram SPE midsole brings comfort and durability without added weight



DANNER STRIKER BOLT 8" WATERPROOF BOOT

Galls #FT2191/MFG. #26633



PRODUCT SPECS

- Polishable, polyurethane coated leather upper with nylon
- 100% waterproof and breathable, GORE-TEX liner ensures that no water gets in, while allowing sweat and moisture to get out
- Stretch fabric pocket "lace garage" on the boot's tongue prevents loose laces from snagging or dragging
- Bi fit board combines the shank, lasting board, and midsole into a single unified piece that is molded to match the shape and contours of the boot for solid support and reduced weight
- The Striker Bolt outsole is slip-resistant and offers maximum surface contact while gripping on and off pavement
- The TERRA FORCE NEXT platform combines an internal and external shank system for arch support and torsion control
- The Vibram SPE midsole brings comfort and durability without added weight



BLAUER SOFTSHELL FLEECE JACKET W/ EPAULETS

Galls #JA2075/MFG. #4660



PRODUCT SPECS

- Lightweight fleece-lined design provides superior warmth and wind resistance to most fleeces
- Water resistant finish repels rain and snow
- Zips in as a liner for Blauer System Outerwear Shell Jackets



GALLS G-SHIELD NECK GAITER

Galls #IC1058/MFG. #IC1058



PRODUCT SPECS

- Wash one, wear one system
- Three layers of protection
- Removable filter provides protection for up to 96 hours (twelve 8-hour days) of wear
- 2 filters included in each pack (replacements available separately)
- Silicone adjustment buckle on back of gaiter allows for custom fit
- Gaiter features 82% nylon, 18% spandex outershell
- Outer shell delivers high elasticity, comfort and durability
- Neck gaiter is machine washable (when filter is removed)
- Protects against dust, ash, smoke, exhaust, pollen, molds, bacteria, odors and pathogens



GALLS G-SHIELD FILTERS CASE

Galls #IC1056/MFG. #IC1056



PRODUCT SPECS

- Removable filter
- Provides three layers of protection for up to 96 hours of wear (twelve 8-hour days)
- Bacterial filtration, Particulate filtration and breathability

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GALLS PARENT HOLDINGS, LLC	
2 Business name/disregarded entity name, if different from above GALLS, LLC (FEIN: 20-3545989)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 71628	Requester's name and address (optional)
6 City, state, and ZIP code CHICAGO, IL 60694-1628	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	2		-	4	0	9	9	4 6 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 2/25/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

A handwritten signature in blue ink, appearing to read 'David Scheve'.

David Scheve
CFO

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/02/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300		CONTACT NAME: PHONE (A/C, No, Ext): 513 852-6300 FAX (A/C, No): 513 852-6428 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : QBE Insurance Corporation	39217
		INSURER B : General Casualty Company of Wisconsin	24414
		INSURER C : Praetorian Insurance Company	37257
		INSURER D : The Cincinnati Insurance Company	10677
		INSURER E : Regent Insurance Company	24449
		INSURER F :	

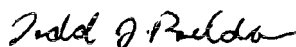
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CGA1365959	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CBA1365959	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000	X		CCU1365959	03/01/2021	03/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC1365959	03/01/2021	03/01/2022	<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 Liability			EXS0570374	03/01/2021	03/01/2022	\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage.

CERTIFICATE HOLDER Galls, LLC 1340 Russell Cave Road Lexington, KY 40505-3114	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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