



Certified: --

E-41-22

FILED WITH THE NASSAU COUNTY
CLERK OF THE LEGISLATURE ON
MAY 16, 2022 9:16AM

NIFS ID: CQPD22000001

Capital:

Contract ID #: CQPD22000001

NIFS Entry Date: 03/25/2022

Department: Police Dept.

Service: Uniform services

Term: from 05/13/2021 to 05/12/2026

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Galls, LLC DBA: Galls, LLC	ID#: 203545989
Main Address: 1340 Russell Cave Road Lexington, KY 40505	
Main Contact: galls llc	
Main Phone: (859) 800-1406	

Department:
Contact Name: Jaclyn Delle
Address: 1 West Street Mineola, NY 11501
Phone: (516) 571-3054
Email: jdelle1@nassaucountyny.gov

Contract Summary

Purpose: This is a new contract with the vendor Galls, LLC to provide the Police Department with uniform and equipment items, including an agency web portal, as more fully described in Appendix A of the contract. The initial term of the contract is 5 years, with a maximum amount of \$5 million.

Method of Procurement: The Police Department issued a written Request for Proposals ("RFP") No. 1013-2031. Three (3) proposals were received in response. The proposals were ranked and scored by an evaluation committee consisting of three (3) members of the Police Department. Galls, LLC was selected as the highest scoring proposer.

Procurement History: New contract. Please see method of procurement above.

Description of General Provisions: Contractor will provide the Police Department with custom uniform and equipment items, sizing services, and a secure web-based portal.

Impact on Funding / Price Analysis: Contract maximum amount is \$5 million, with an initial partial encumbrance of \$1 million for the first year of services.

Change in Contract from Prior Procurement: N/A
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDD	20	2572	DD	PDPDD2572	DD417	PDPDD2572 DD417	01	\$700,000.00
						TOTAL	\$1,000,000.00	
PDH	10	1572	DD	PDPDH1572	DD417	PDPDH1572 DD417	02	\$300,000.00
						TOTAL	\$1,000,000.00	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$1,000,000.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$0.00
% Decrease		Other	\$0.00
		Total	\$1,000,000.00

Routing Slip

Department			
NIFS Entry	Jaclyn Delle	04/01/2022 12:37PM	Approved
NIFS Final Approval	Jaclyn Delle	04/01/2022 12:37PM	Approved
Final Approval	Jaclyn Delle	04/01/2022 12:37PM	Approved
County Attorney			
Approval as to Form	Nick Sarandis	04/01/2022 02:09PM	Approved
RE & Insurance Verification	Andrew Amato	04/01/2022 01:14PM	Approved
NIFS Approval	Jaclyn Delle	04/01/2022 02:18PM	Approved
Final Approval	Jaclyn Delle	04/01/2022 02:18PM	Approved
OMB			
NIFS Approval	Jeff Nogid	04/05/2022 02:54PM	Approved
NIFA Approval	Irfan Qureshi	04/08/2022 09:57AM	Approved
Final Approval	Irfan Qureshi	04/08/2022 09:57AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Ari Schulman	04/25/2022 12:11PM	Approved
DCE Compliance Approval	Robert Cleary	05/13/2022 02:20PM	Approved
Vertical DCE Approval	Arthur Walsh	05/13/2022 03:48PM	Approved
Final Approval	Arthur Walsh	05/13/2022 03:48PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	05/13/2022 05:09PM	Approved
Legislature			
Final Approval			In Progress

Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY POLICE DEPARTMENT, AND GALLS, LLC

WHEREAS, the County has negotiated a personal services agreement
with Galls, LLC to provide uniform services, a copy of which is on file with
the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with Galls, LLC.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department") and (ii) Galls, LLC, having its principal office at 1340 Russell Cave Road, Lexington, Kentucky 40505 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 13, 2021 and terminate on May 12, 2026, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing the Department with uniform and equipment items and related services, including an agency web portal, as more fully described in Appendix A attached hereto and incorporated herein (the "Services").

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Five Million Dollars (\$5,000,000.00) (the "Maximum Amount"), which shall be payable in accordance with the price list attached hereto as Appendix B and incorporated herein.

(b) Price List. The fees for the Services shall be calculated based on the quantity of uniform or equipment items purchased multiplied by the price for each such uniform or equipment item as set forth in Appendix B. Appendix B may be modified upon the prior written approval of the Department to add uniform or equipment items determined to be necessary by the Department.

(c) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that there shall be an initial encumbrance of One Million Dollars (\$1,000,000.00) under this Agreement. Thereafter, the Department shall notify the Contractor of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(d) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly

designated representative (the "Comptroller").

(e) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(f) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(g) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Inventory Buy-Out. The Contractor shall purchase the existing inventory (the "Inventory") of County specific products from the current uniform contractor (Atlantic Tactical, Inc.) at the commencement of this Agreement. The purchase price for the Inventory shall be the price paid by the County pursuant to the terms of the Atlantic Tactical contract (County contract number CQPD15000009) at the time Atlantic Tactical contract was terminated. However, in no event shall the Inventory purchase price exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). County specific products are defined as any identifiable and/or customized product or products made and/or embellished in any way specifically for the County.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code

- of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
 - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
 - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
 - (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
 - (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions

of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other

provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

MF (d) County Assistance upon Termination for Inventory Buy-Out. In connection with the termination or impending termination of this Agreement, the County shall, regardless of the reason for termination, ensure the transition of any County inventory by requiring any succeeding or subsequent contractor for uniforms to buy out from Contractor any then-existing County specific products at the Agreement prices for the items. The price will be determined as the price for such goods at the time of termination of this Agreement but shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). County specific products will be defined as any identifiable and/or customized product or products made and/or embellished in any way specifically for the County. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

GALLS, LLC

By: 

Name: David Scheve

Title: CFO

Date: 8/17/2021

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF KENTUCKY)

)ss.:

COUNTY OF FAYETTE)

On the 17th day of August in the year 2021 before me personally came David Scheve to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fayette; that he or she is the CFO of Galls, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC *Lilly Brun*

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix A

SCOPE OF SERVICES

Web Portal

Contractor shall provide a secure Web-based interface, portal or website for exclusive use by the Department for the purpose of accepting uniform and equipment orders or requests for service. Said web portal (the "Portal") shall offer the full array of uniform and equipment items identified in Appendix B in the form of line sheets or an on-line catalogue. The Portal shall provide an interactive system for real-time access to the following:

- Ordering of uniform or equipment items
- Status update alerts
- Delivery scheduling
- User administration
- Inventory management, tracking and control capabilities
- Ad hoc reporting

During the development and prior to the implementation of the Portal, Contractor shall meet and consult with the Department to review and approve all content of the Portal, including but not limited to, designation requirement for member and/or unit, administrators, capabilities and access. Contractor shall deploy the Portal for exclusive use of the Department within 60 days of the Commencement Date of this Agreement, subject to the approval of the Department.

Branch Retail Outlet

Contractor shall provide the Department with a retail outlet at the Galls, LLC Commack branch, located at 6098 Jericho Turnpike, Commack, New York 11725 (the "Branch"). At the Branch, Contractor shall offer the full array of uniform and equipment items identified in Appendix B in the form of line sheets or catalogue at this branch for the use of Department personnel. Contractor shall offer the same amenities required of the Portal at the Branch and a dedicated team as follows:

- Commack Branch Manager & Branch Team
- Branch Service Representatives
 - Field based representatives to handle sizing.

Contractor Sizing Resources

Contractor shall provide the following sizing resources for the Department.

- Commack Branch
- Branch Service Representative (Field Based Sizing Representative to provide on site Services to the Department)
- Fit Lines

- Contractor shall keep the appropriate fitting lines in stock at the Branch so that Department members may try on items.
- Virtual Sizing
 - At the County's option, Contractor may conduct fittings virtually via zoom or other video methods.

Recruit Sizing

- Contractor will employ multiple resources to provide the Department with services regarding recruit sizing. Resources include but shall not be limited to the following:
 - Branch Service Representative
 - Branch Manager & Associates
 - Additional Field Resources

Daily Uniform Sizing

- This will be handled by the Commack Branch
- Branch Service Representative (Field Based Needs)

Body Armor Sizing (If needed)

- Branch Service Representative
- Commack Branch Manager

Delivery Schedule & Returns

All uniforms and equipment items ordered by the Department via the Portal or through the Uniform Section shall be delivered to the Uniform Section (1490 Franklin Avenue, Mineola, NY 11501) at the expense of the Contractor for distribution by members of the Uniform Section. If complete delivery is not made by the Contractor within the time frames specified below, the Department may cancel the order at any time. If the Department continues to accept the order, a 5% late delivery fee may be imposed and deducted from the entire original order on the first calendar day after the date the order should have been received by the Department. An additional 5% may be deducted from any outstanding balance of undelivered items for each additional 7 calendar day delay.

Commack & Department Uniform Section Delivery

- Non-Production Items: 2 Business Days Weekly Delivery; Delivery dates shall be Tuesday and Thursday of each week. In the event a Federal Holiday falls on either of these two days, delivery shall be scheduled for the following business day.
- Production Items: 2 - 3 Business Days Delivery; following the same delivery schedule as non-production items.

Lexington Distribution Center

- Contractor's Lexington, Kentucky headquarters will serve as a bulk production and distribution center feeding the Commack Branch. If an order requires shipment from Lexington to the Department, the delivery timeline shall be as follows:

- o Non-Production Goods Ship within 24 hours
- o Production & Alteration Goods Ship within 5-7 calendar days

Recruit package bulk order turnaround time

- Recruit Class Turnaround: Delivery within 60 calendar days
- Packaged individually by recruit

Returns

The Contractor shall refund, credit or exchange items that are in unused condition and in original packaging within 90 days after the date of delivery to the Department. Items that have been worn or washed cannot be returned. Special order items that have been altered, decorated, engraved, customized, or otherwise embellished at the request of the County cannot be returned for credit or exchange, unless the return is related to Contractor's error. Contractor shall provide return packaging to the Department and the cost of return shipping shall be at Contractor's expense.

Customer Service

Contractor shall provide support to the County through live chat, 800-477-7766, and/or email Monday through Friday, from 8AM – 9PM ET.

Appendix B
(cost proposal)

UNIFORM RFP 2020

Spec Sheet #	Item	Make	Model	Color	PRICE PER
1	Men Long Sleeve Shirt	Fechheimer	07W8486	LAPD Navy	\$58.00
1	Women Long Sleeve Shirt	Fechheimer	107W8486	LAPD Navy	\$58.00
2	Men Short Sleeve Shirt	Fechheimer	57R8486	LAPD Navy	\$53.00
2	Women Short Sleeve Shirt	Fechheimer	157R8486	LAPD Navy	\$53.00
3	Men 6 Pocket (BDU) Pants	Flying Cross	V476080W86	LAPD Navy	\$70.00
3	Women 6 Pocket (BDU) Pants	Flying Cross	47680W86	LAPD Navy	\$70.00
4	Men 4 Pocket Pants (Dress)	Fechheimer	4728086	LAPD Navy	\$66.00
4	Women 4 Pocket Pants (Dress)	Fechheimer	X47290	LAPD Navy	\$66.00
5	8 Point Hat	Keystone	P-102	LAPD Navy	\$48.00
6	Duty Jacket	Blauer	9910Z14	Dark Navy	\$150.00
7	Sweater	Blauer	227	Dark Navy	\$90.00
8	Rain Coat	Blauer	733	Hi Vis yellow with black	\$135.00
8A	Rain Hat Cover	Blauer	107	Hi Vis yellow with black	\$10.00

Spec	Item	Make	Model	Color	PRICE PER
9	Base Layer (Turtle Neck)	Elbeco	8920	Black	\$32.00
10	Men Blouse	Fechheimer	NASBLS01	LAPD Navy	\$315.00
10	Women Blouse	Fechheimer	NASBLSW01	LAPD Navy	\$315.00
11	Tie	Samuel Broome	90606/90607/ 90601	Nassau Blue #495	\$5.00
11	Tie	Samuel Broome	90606/90607/9 0601	Black	\$5.00
12	Black Knit Watch Cap	Jerome Cutting Corp	22	Black	Alternate: \$14.00- 5.11 #89250
13	Men Long Sleeve Shirt	Fechheimer	967537	White	Alternate: \$30.00- Dutypro #SH1440
14	Women Long Sleeve Shirt	Conqueror	L96637	White	Alternate: \$28.00- Dutypro #ST573
15	Men Short Sleeve Shirt	Conqueror	967737	White	Alternate: \$30.00- Dutypro #SH612
16	Women Short Sleeve Shirt	Conqueror	L96737	White	Alternate: \$28.00- Dutypro #SR572
17	Men Long Sleeve Dress Shirt	Omega	TUXSSMENS	White	Alternate: \$30.00- Dutypro #SH1440
17	Women Long Sleeve Dress Shirt	Fechheimer	126R54	White	Alternate: \$28.00- Dutypro #ST573
17	Men Short Sleeve Dress	Omega	TUXSSMENS SS	White	Alternate: \$30.00- Dutypro #SH612

Spec	Item	Make	Model	Color	PRICE PER
Sheet #					
17	Women Short Sleeve Dress Shirt	Liberty Uniforms	781FWH	White	Alternate: \$28.00- Dutypro #SR572
18	Men Superior Officer Blouse	Fehheimer	NASBLS02	LAPD Navy	\$415.00
18	Women Superior Officer Blouse	Fehheimer	NASBLSW02	LAPD Navy	\$415.00
19	Round Hat w/ gold strap (Pershing Style)	Keystone	3933-96M	LAPD Navy	\$58.00
20	Executive Jacket (Placards to be applied)	511 Saber 2.0	48112	Dark Navy 724	\$185.00
21	Superior Officers Trench coat	Anchor Uniform	761MT	Dark Navy	\$155.00
22	Round Hat w/ gold strap (Pershing Style w/ Scrambled Egg Pattern)	Keystone	Chief 1-2-3-4	LAPD Navy	\$68.00
23	Taclite Pro Mens Pants	511 Performance Polo	61165	DARK NAVY 724	\$34.00

Spec Sheet #	Item	Make	Model	Color	PRICE PER
23	TDU Pro LS	511	72175	Storm & Dark navy	\$47.00
24	Taclite Pro Pants Mens	511	74273	Dark Navy & Tan	\$31.00
24	Taclite Pro Men Pants	511 Taclite Pants	35W5441	Silver Gray	\$28.00
24A	Men Cotton Pant	511	74251	Khaki	\$32.00
25	KHAKI PANTS Men's	511 Taclite Pro Pants	74273	Khaki 162	\$31.00
25A	Cotton Women Pant	511	64358	Khaki	\$32.00
26	Duty Jacket- Medic	511	48198	Dark Navy 724	\$220.00
26	KHAKI PANTS Women	511 Taclite Pro Pant	64360	Khaki 162	\$31.00
27	Long Sleeve Shirt	511 TDU Shirt	72054	Black 019	\$45.00
28	Short Sleeve Shirt	511 TDU Shirt	71339	Black 019	\$42.00
28	TDU Pro SS	511	71339	Storm 092	\$42.00
28	Taclite Pro L/S Shirt	511 Performance Polo	71339	Storm 092	\$42.00
29	Men's TDU Pant	511 Taclite TDU Pant	74280	Black 019	\$31.00
30	Women TDU Pant	511 Taclite TDU Pant	64359	Black 019	\$31.00
31	POLO Men's L/S Shirt with specified embroidery	511 Performance Polo	72049 And 72049T	Black and Navy	\$35.00
32	POLO Men's S/S Shirt with specified embroidery	511 Performance Polo	71049 And 71049T	Dark Navy & Red	\$34.00
33	POLO Women S/S Shirt with specified embroidery	511 Performance Polo	61165	Black	\$34.00
33A	Women's Pro S/S Cotton	511	61166	Dark Navy	\$34.00

Spec Sheet #	Item	Make	Model	Color	PRICE PER
34	Men Long Sleeve Shirt	Fechheimer	35W5441	Silver Gray	\$37.00
35	Women Long Sleeve Shirt	Fechheimer	126R5441	White	\$37.00
35	Men Short Sleeve Shirt	Fechheimer	176R5441	Silver Gray	\$33.00
36	Men Short Sleeve Shirt	Fechheimer	85R5441	Silver Gray	\$33.00
36	Men Short Sleeve Shirt	Fechheimer	85R5441	Silver Gray	\$33.00
37	Women Short Sleeve Shirt	Flying Cross	176R5441	White	\$33.00
38	3 IN 1 Reversible High-Vis Parka	511	48033	High Vis Yellow	CG, PEA, PSA \$150.00
39	5 in 1 Outer Jacket	511	48017	Dark Navy	\$150.00
40	Duty Jacket 3 in 1 Parka	511 First Responder Hi-Vis	48198	Black and Red	\$220.00
44	511 TacLite Pro Short 11"	511	73308	Dark Navy	\$30.00
45	3 IN 1 Reversible High-Vis Parka (CG, PEA AND THOSE AUTHORIZED)	511	48033	HIGH VIS YELLOW 320	\$160.00
46	Outer Wear Jacket	511 5 in 1 Jacket	48017	Black 019	\$160.00
47	511 Parka	511 3 in 1 Parka	48001	Black 019	\$160.00
48	511 Rain Pant	511 Rain Pant	48057	Black 019	\$60.00
49	511 TacLite Pro Short 11"	511	73287 and 73287L	Black 019	\$33.00
50	511 TacLite Pro Short 11"	511	73308	Black 019	\$30.00
50	511 TacLite Pro Short 11 "	511	73308	Dark Navy 724	\$30.00
-	Placards 1-5 in 6 inch by 9 inch	-	-	Black with white lettering	\$5.00

	Placards 6-7 in 6 inch by 9 inch			LAPD Blue with white lettering	\$5.00
	Placards 1-5 in 5 inch by 3 inch			Black with white lettering	\$4.00
	Placards 6-7 in 3 inch by 5 inch			LAPD Blue with white lettering	\$4.00
	3 inch by 5 inch name/shield #			Black with white lettering	\$4.00
	3 inch by 5 inch name/shield #			LAPD Blue with white lettering	\$4.00
	Collar Placards Commands			Black with white lettering	\$2.00
	Collar Placards Lieutenant			Black with gold lettering	\$2.00
	Spec 20 Rear Placard			Gold lettering	\$5.00
	Spec 20 front placard NCPD			Gold Lettering	\$4.00
	Spec 20 front placard with rank title			Gold lettering	\$4.00

Ex of Specific Commands: AVIATION – BSO-MOUNTED - K-9 – EMERGENCY
SERVICES – MOTOR CARRIER – CRIME SCENE – EMS – EMS DIRECTOR – MARINE
BUREAU

Requested Pricing:

Nylon Jacket- Galls Waterproof Jacket #JA282	\$60.00
Duty Bag- STREET PRO GEAR BAG #BG006	\$30.00
Galls Gas Mask Pouch w/ Larger Pouch #SHG028	\$35.00
White Parade Gloves- George Glove #87193	\$5.00
Galls Stop Sign #ST-ST18-GA	\$20.00
All Weather Memo Book JL Darling #964	\$5.00
5.11 TacLite Pro Shorts #73287	\$30.00
5.11 Bike Patrol Pants #45502	\$60.00
Bike Shirt- Sound Uniform #CMP126	\$65.00
L/S Bike Shirt- Sound Uniform #SMP155	\$62.00
Bike Helmet- Bell Sports #7055602	\$30.00
Bike Patrol Jacket- 5.11 #45801	\$120.00

<u>Galls Item #</u>	<u>Vendor Model #</u>	<u>Vendor</u>	<u>Description</u>	<u>Bid Price</u>
JC595	9910Z	Blauer	Cruiser Jacket w/ Crosstech Zip Out Liner & Hood	\$275.00
TR262	1059	Mocean	Mens Patrol Cargo Short	\$48.00
DE100	Helmet Decal	Cycle Force	Police Decal Pair for Bike Helmets	\$7.00
LE1708	7101665	Bell	Bell Sports Saprks MIPS Mountain Bike Helmet	\$55.00
RW1157	48350	5.11	Duty Rain Pant	\$60.00
SH3321	Elbeco	K8004	FlexTech Base Layer Mock Turtle Neck	\$32.00
HW3853	Keystone	C-1001 CSTM	Keystone NCPD Custom Hat	\$50.00
HW3854	Keystone	C-1001 CSTM	Keystone NCPD Custom Hat	\$75.00
HW3855	Keystone	C-1001 CSTM	Keystone NCPD Custom Hat	\$110.00
HW3856	Keystone	C-1001 CSTM	Keystone NCPD Custom Hat	\$120.00
JC595N	Blauer	9910Z14	Blauer Cruiser Jacket w/ Hood	\$305.00
RW1443N	Blauer	736	Blauer B DRY Reversible Raincoat	\$160.00
ST006N	Blauer	22	Blauer Fleece V Neck Sweater	\$100.00

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Mike Fadden (Name)

1340 Russell Cave Rd., Lexington, KY 40505 (Address)

800-876-4242 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

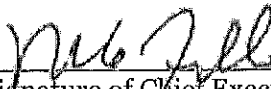
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/17/2021

Dated



Signature of Chief Executive Officer

Mike Fadden

Name of Chief Executive Officer

Sworn to before me this

17th day of August, 2021.


Notary Public



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Galls, LLC

2. Amount requiring NIFA approval: \$5,000,000.00

Amount to be encumbered: \$1,000,000.00

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 05/13/2021 to 05/12/2026

Has work or services on this contract commenced? Yes

If yes, please explain: Contractor has commenced services to begin to coordinate a transition from the Police Department's previous

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new contract with the vendor Galls, LLC to provide the Police Department with uniform and equipment items, including an agency web portal, as more fully described in Appendix A of the contract. The initial term of the contract is 5 years, with a maximum amount of \$5 million.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

04/08/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Galls, LLC

CONTRACTOR ADDRESS: 1340 Russell Cave Road, Lexington, Kentucky 40505

FEDERAL TAX ID #: 20-3545989

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on October 13, 2020 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter, and County website [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 30, 2020 [date]. Three (3) [state #] proposals were received and evaluated. The evaluation committee consisted of: three (3) members of the Police Department

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Insp. [Signature]
Department Head Signature

3/28/2022
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Mike Fadden [FADDEN-MIKE@GALLS.COM]

Dated: 05/11/2022 01:42:07 PM

Vendor: Galls, LLC

Title: CEO

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 01/22/2021

1) Proposer's Legal Name: Galls, LLC

2) Address of Place of Business: 1340 Russell Cave Road

City: Lexington State/Province/Territory: KY Zip/Postal Code: 40505

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 042598482

5) Federal I.D. Number: 203545989

6) The proposer is a: Other (Describe) Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Galls, LLC has an active Government and Ethics Contracting Policy that is presented to our sales organization and other members of leadership annually.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

09/26/2005

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Galls Intermediate Holdings LLC- 100%

No individuals with a financial interest in the company have been attached..

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Mike Fadden- CEO
Jim Dugan- CRO
Bruce Kulp- COO

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

DE

- v) The number of employees in the firm;

1195

- vi) Annual revenue of firm;

535000000

- vii) Summary of relevant accomplishments

Galls has been in business for 55 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 1100 employees. Galls generates over \$535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. We are proud to serve America's public safety professionals.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

55

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Galls has over 800 formal contracts with agencies of all sizes in all public safety sectors. We have the locations, inventory and right people to provide the best service and product on the market.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Onondaga County Sheriffs Office		
Contact Person	Timothy Dano		
Address	555 S State St		
City	Syracuse	State/Province/Territory	NY
Country	US		
Telephone	(315) 435-3978		
Fax #			
E-Mail Address	TIMOTHYDANO@ONGOV.NET		

Company	Niagara County Sheriff's Office		
Contact Person	Beth Dunn		
Address	5526 Niagara St Ext		
City	Lockport	State/Province/Territory	NY
Country	US		
Telephone	(716) 438-3317		
Fax #			
E-Mail Address	BETH.DUNN@NIAGARACOUNTY.COM		

Company	Oneida County Sheriffs Office		
Contact Person	Lt. Clayton Smith		
Address	6065 Judd Road		
City	Oriskany	State/Province/Territory	NY
Country	US		
Telephone	(315) 765-2257		
Fax #			
E-Mail Address	CESMITH@ONEIDACOUNTYSHERIFF.US		

I, Mike Fadden , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mike Fadden , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Galls, LLC

Electronically signed and certified at the date and time indicated by:
Mike Fadden [FADDEN-MIKE@GALLS.COM]

CEO

Title

05/11/2022 01:44:43 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Bruce Kulp
 Date of birth: [REDACTED]
 Home address: [REDACTED]
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
 Country: [REDACTED]

Business Address:	1340 Russell Cave Rd.		
City:	Lexington	State/Province/Territory:	KY
		Zip/Postal Code:	40505
Country	US		
Telephone:	8008764242		

Other present address(es): _____
 City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
 Country: _____
 Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Operating Officer (COO)	12/13/2021

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Principal owner of Deliver One LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Bruce Kulp , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Bruce Kulp , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Galls LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Bruce Kulp [KULP-BRUCE@GALLS.COM]

COO

Title

04/29/2022 03:15:06 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael Fadden
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country:

Business Address: 1340 Russell Cave Rd
City: Lexington State/Province/Territory: KY Zip/Postal Code: 40505
Country: US
Telephone: 859-469-3323

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u>06/01/2020</u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

well less than 1% ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael Fadden , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Fadden , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Galls LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michael Fadden [FADDEN-MIKE@GALLS.COM]

CEO

Title

04/28/2022 08:48:48 AM

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Galls, LLC

Address: 1340 Russell Cave Road

City: Lexington State/Province/Territory: KY Zip/Postal Code: 40505

Country: US

2. Entity's Vendor Identification Number: 203545989

3. Type of Business: Ltd. Liability Co (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

2 File(s) uploaded Board Resolution- 11.16.18.pdf, CB General- Galls, LLC 9.16.19.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Galls Intermediate Holdings LLC- 100% ownership

No shareholders, members, or partners have been attached to this form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Galls Intermediate Holdings LLC- 100% ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

--

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Michael Fadden [FADDEN-MIKE@GALLS.COM]

Dated:	05/11/2022 01:39:02 PM
--------	------------------------

Title:	CEO
--------	-----

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

UNANIMOUS WRITTEN CONSENT

November 16, 2018

The undersigned, being all the members of the board of directors (the "Board") of Galls, LLC (the "Company"), do hereby consent and adopt the following resolutions.

General Resolutions

RESOLVED: That the Board hereby appoints the following persons as officers of the Company:

Michael P. Wessner, Chief Executive Officer
Doug Means, Chief Operating Officer
Jim Dugan, Chief Revenue Officer
Jodi Lewis, Chief Human Resources Officer
Alicia Still, Secretary
Paul Holovnia, Assistant Secretary

RESOLVED: That the Board hereby removes the following person as an officer and signatory of the Company:

R. Michael Andrews, Jr.

RESOLVED: That the officers of the Company, named herein, and each of them acting singly on behalf of the Company, are each authorized, empowered and directed, (i) to execute, enseal and deliver in the name of and on behalf of the Company any and all documents, agreements and instruments to conduct business on behalf of the Company, all with such changes therein as any of such officers may deem necessary or desirable, and (ii) to take such action (including without limitation the filing of any and all applications and the payment of any and all filing fees and expenses), or to cause the Company or any other person to take such action as may in the judgment of the officer so acting be necessary or desirable in connection with, or in furtherance of, the business of the Company, and the execution and delivery of any such document, agreement or instrument or the taking of any such action shall be conclusive evidence of such officer's authority hereunder to so act.

RESOLVED: That the Board ratifies, confirms and approves all actions previously taken by the officers of the Company in connection with any and all of the transactions referred to in or contemplated by any of the foregoing resolutions.

RESOLVED: That this unanimous written consent may be executed by facsimile, electronic transmission (including by .pdf) or otherwise, in one or more counterparts, each of which shall be deemed an original, but which shall together constitute one and the same document.

RESOLVED: To direct that these resolutions be filed with the records of Company.

[Remainder of the page left intentionally blank]

IN WITNESS WHEREOF, this consent shall be effective as of the date first set forth above.

GALLS, LLC



Andrew J. Janower



Samuel P. Bartlett



Alex Weiss

Paul Tarvin

Adam Blumenfeld



Michael Wessner

IN WITNESS WHEREOF, this consent shall be effective as of the date first set forth above.

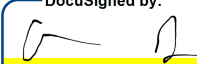
CB GENERAL HOLDINGS, LLC

Andrew J. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

DocuSigned by:


2B4B192004DD4DB...
Adam Blumenfeld

Michael Wessner

IN WITNESS WHEREOF, this consent shall be effective as of the date first set forth above.

GALLS, LLC

Andrew J. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

Michael Wessner

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING
OF
THE MANAGERS AND DIRECTORS OF:
CB GENERAL HOLDINGS, LLC and
GALLS, LLC**

September 16, 2019

The undersigned, being all the members of the board of managers / directors, as applicable (the "Boards"), of each of (i) CB General Holdings, LLC, and (ii) Galls LLC (each, individually, a "Company"), do hereby consent and adopt the following resolutions.

ADDITION OF OFFICER

RESOLVED: That the Boards hereby appoint the following person as an officer of each Company:

David J. Scheve, Chief Financial Officer, Treasurer and Secretary

RESOLVED: That as the Chief Financial Officer, Treasurer and Secretary of each Company, acting on behalf of each Company, the officer named herein is authorized, empowered and directed, (i) to execute, enseal and deliver in the name of and on behalf of each Company any and all documents, agreements and instruments to conduct business on behalf of each Company, all with such changes therein as any such officers may deem necessary or desirable, and (ii) to take such action (including without limitation the filing of any and all applications and the payment of any and all filing fees and expenses), or to cause each Company or any other person to take such action as may in the judgment of the officer so acting be necessary or desirable in connection with, or in the Judgment of the officer so acting be necessary or desirable in connection with, or in furtherance of, the business of each Company, and the execution and delivery of any such document, agreement or instrument or the taking of any such action shall be conclusive evidence of such officer's authority hereunder to so act.

RESOLVED: That the Boards ratify, confirm and approve all actions previously taken by the officers of each Company in connection with any and all of the transactions referred to in or contemplated by any of the foregoing resolutions.

RESOLVED: That this unanimous written consent may be executed by facsimile, electronic transmission (including by .pdf) or otherwise, in one or more


counterparts, each of which will be deemed an original, but which shall together constitute on and the same document.

RESOLVED: To direct that these resolutions be filed with the records of each Company.

[Remainder of the page left intentionally blank]

IN WITNESS WHEREOF, this consent shall be effective as of the date first set forth above.

**CB GENERAL HOLDINGS, LLC; and
GALLS LLC;**



Adam Blumenfeld

Andrew J. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin



Michael Wessner

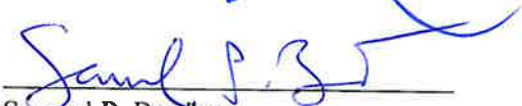
IN WITNESS WHEREOF, this consent shall be effective as of the date first set forth above.

**CB GENERAL HOLDINGS, LLC; and
GALLS LLC;**

Adam Blumenfeld



Andrew J. Janower



Samuel P. Bartlett



Alex Weiss

Paul Tarvin



Michael Wessner

[Signature Page to 09.16.2019 consent]

IN WITNESS WHEREOF, this consent shall be effective as of the date first set forth above.

**CB GENERAL HOLDINGS, LLC; and
GALLS LLC;**

Adam Blumenfeld

Andrew J. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Michael Wessner

[Signature Page to 09.16.2019 consent]

**OMNIBUS WRITTEN CONSENT OF THE GOVERNING BODIES
OF
CB GENERAL HOLDINGS, LLC;
GALLS PARENT HOLDINGS, LLC;
GALLS INTERMEDIATE HOLDINGS, LLC;
GALLS, LLC;
GALLS BPU, LLC;
GALLS BUC, LLC;
GALLS (NC), LLC;
LONE STAR UNIFORMS, LLC;
BEST UNIFORMS, LLC;
ROY TAILORS UNIFORM CO., LLC;
ROY TAILORS UNIFORM COMPANY OF COLUMBUS, LLC;
QUARTERMASTER, LLC;
PATRIOT OUTFITTERS, LLC;
&
MORGAN'S, INC.**

July 14, 2020

The undersigned, being: (i) all of the members of the board of directors (the “CB General Board”) of CB General Holdings, LLC., a Delaware limited liability company (“CB General”); (ii) all of the members of the board of directors (the “Galls Parent Board”) of Galls Parent Holdings, LLC., a Delaware limited liability company (“Galls Parent”); (iii) Galls Parent, in its capacity as the sole member (the “Galls Intermediate Sole Member”) of Galls Intermediate Holdings, LLC, a Delaware limited liability company (“Galls Intermediate”); (iv) Galls Intermediate, in its capacity as the sole member (the “Galls Sole Member”) of Galls, LLC, a Delaware limited liability company (“Galls”); (v) Galls, in its capacity as the manager (the “Galls Manager”) of each of (1) Galls (NC), LLC, a Delaware limited liability company (“Galls NC”) and (2) Lone Star Uniforms, LLC, a Delaware limited liability company (“Lone Star”), (vi) Galls NC, in its capacity as the manager (the “Best Uniforms Manager”) of Best Uniforms, LLC, a Delaware limited liability company (“Best Uniforms”); (vii) all of the members of the board of directors (the “Morgan Board”) of Morgan’s Inc., a Delaware corporation (“Morgan’s”); and (viii) Galls, in its capacity as the sole member, and together with the CB General Board, Galls Parent Board, Galls Intermediate Sole Member, Galls Manager, Best Uniforms Manager, and the Morgan Board, (the “Governing Entities”) of each of (1) Galls BPU, LLC, a Delaware limited liability company (“Galls BPU”), (2) Galls BUC, LLC, a Delaware limited liability company (“Galls BUC”), (3) Quartermaster, LLC, a Delaware limited liability company (“Quartermaster”), (4) Roy Tailors Uniform Co., LLC, a Delaware limited liability company (“Roy Tailors”), (5) Roy Tailors Uniform Company Of Columbus, LLC, a Delaware limited liability company (“Roy Tailors Columbus”) and (6) Patriot Outfitters, LLC, a Delaware limited liability company (“Patriot Outfitters” and together with Morgan’s, Best Uniforms, Galls NC, Lone Star, Galls BPU, Galls BUC, Quartermaster, Roy Tailors and Roy Tailors Columbus, the “Operating Companies”, and together with CB General, Galls Parent, Galls Intermediate and Galls, the “Affiliated Entities”), each acting pursuant to the authority of such Affiliated Entities’ applicable bylaws and limited liability company agreement (as the case may be), hereby consent to the adoption of the following resolutions.

**Second Amendment to the Third Amended & Restated Limited Liability Company Agreement of
CB General Holdings, LLC**

WHEREAS, the CB General Board deems it to be in the best interests of CB General for CB General to adopt that certain Second Amendment to the Third Amended and Restated Limited Liability Company Agreement of CB General Holdings, LLC, substantially in the form of the attached hereto as Exhibit A (the “Second Amendment”).

NOW, THEREFORE, BE IT, RESOLVED, that the Second Amendment be, and hereby is, authorized, adopted, ratified and approved in all respects.

First Amendment to the Amended & Restated Limited Liability Company Agreement of Galls Parent Holdings, LLC

WHEREAS, the Galls Parent Board deems it to be in the best interests of Galls Parent for Galls Parent to adopt that certain First Amendment to the Amended and Restated Limited Liability Company Agreement of Galls Parent Holdings, LLC, substantially in the form of the attached hereto as Exhibit B (the “First Amendment”).

NOW, THEREFORE, BE IT, RESOLVED, that the First Amendment be, and hereby is, authorized, adopted, ratified and approved in all respects.

Michael Wessner Separation Agreement and Redemption Agreement

WHEREAS, the Governing Entities believe it is advisable and in the best interests of the Affiliated Entities, as applicable, to terminate Michael Wessner’s employment as Chief Executive Officer of such applicable Affiliated Entities (the “Separation”);

WHEREAS, in connection with the Separation, CB General and Galls will enter into that certain Separation Agreement with Wessner, substantially in the form of the attached hereto as Exhibit C (the “Wessner Separation Agreement”);

WHEREAS, pursuant to Section 9.10 of the Third Amended and Restated Limited Liability Company Agreement of CB General Holdings, LLC, as amended, (the “CB General LLCA”), upon a Repurchase Event (as defined the CB General LLCA) with respect to any Employee Member (as defined the CB General LLCA), the CB General Board may repurchase some or all of the Units held by such Employee Member;

WHEREAS, the Separation constitutes a Repurchase Event; and

WHEREAS, in connection with the Separation, CB General, Galls Parent and Wessner will enter into that certain Redemption Agreement, substantially in the form of the attached hereto as Exhibit D (the “Wessner Redemption Agreement”), pursuant to which Galls Parent shall redeem the number of Class B Units as set forth in column titled “Parent Units” on Schedule II to the Wessner Redemption Agreement and, immediately thereafter, CB General shall redeem the number of Class B Units held by Wessner as set forth in column titled “Holdings Units” on Schedule II to the Wessner Redemption Agreement (collectively, the “Redemption”).

NOW, THEREFORE, BE IT, RESOLVED, that the Separation, the Wessner Separation Agreement, the Wessner Redemption Agreement and the Redemption be, and hereby are, authorized, adopted, ratified and approved in all respects.

Appointment of Michael Fadden as Chief Executive Officer and Treasurer

WHEREAS, the Governing Entities believe it is advisable and in the best interests of the Affiliated Entities, as applicable, to appoint Michael Fadden (“Fadden”) as the Chief Executive Officer and Treasurer, as applicable, of the Affiliated Entities, as applicable (the “Fadden Appointment”).

NOW, THEREFORE, BE IT, RESOLVED, that the Fadden Appointment, be, and hereby is, authorized, adopted, ratified and approved in all respects.

Michael Fadden Employment Agreement, Indemnification Agreement and RCA

WHEREAS, in connection with the Fadden Appointment, the CB General Board and the Galls Sole Member believe it is advisable and in the best interests of CB General and Galls, respectively, to enter into (i) that certain Employment Agreement, by and among CB General, Galls and Fadden, substantially in the form of the attached hereto as Exhibit E (the “Fadden Employment Agreement”), (ii) that certain Indemnification Agreement with Fadden, substantially in the form of the attached hereto as Exhibit F (the “Fadden Indemnification Agreement”), and (iii) that certain Employee Confidentiality, Non-Solicitation, Non-Competition and Invention Assignment Agreement, substantially in the form of the attached hereto as Exhibit G (the “Fadden RCA”).

NOW, THEREFORE, BE IT, RESOLVED, that the Fadden Employment Agreement, the Fadden Indemnification Agreement and Fadden RCA, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Restricted Unit Grant Agreements

RESOLVED, that the forms of Restricted Unit Grant Agreements, substantially in the forms of the attached hereto as Exhibit H-1 (the “CB General Class B Unit Grant Agreement”) and Exhibit H-2 (the “Galls Parent Class B Unit Grant Agreement”), providing for the grant of CB General Class B Units and Galls Parent Class B Units to Fadden and CB General, respectively, under the CB General Holdings, LLC and Galls Parent Holdings, LLC Amended and Restated 2018 Omnibus Equity Incentive Plan, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Class A-3 Unit Purchase Agreements

RESOLVED, that the forms of Class A-3 Purchase Agreements, substantially in the forms of the attached hereto as Exhibit I-1 (the “CB General Class A-3 Unit Purchase Agreement”) and Exhibit I-2 (the “Galls Parent Class A-3 Unit Purchase Agreement”), providing for the issuance of CB General Class A-3 Units and Galls Parent Class A-3 Units to Fadden and CB General, respectively, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Note Purchase and Equity Contribution Agreement

WHEREAS, Galls Parent and Fadden desire to enter into a Note Purchase and Equity Contribution Agreement, substantially in the form of the attached hereto as Exhibit J (the “Note Purchase and Contribution Agreement”), pursuant to which, among other things (i) Galls Parent will issue an unsecured promissory note to Fadden, substantially in the form of the attached hereto as Exhibit K (the “Fadden Note”) and, immediately afterwards, Galls Parent will make a capital contribution equal to the principal amount of the Fadden Note to Galls Intermediate (the “Galls Parent Contribution”), and (ii) Galls Intermediate will then make a capital contribution equal to the principal amount of the Fadden Note

to Galls (the “Galls Intermediate Contribution” and together with the Galls Parent Contribution, the “Contributions”).

NOW, THEREFORE, BE IT, RESOLVED, that the Galls Parent Board, Galls Intermediate Sole Member and the Galls Sole Member, hereby authorize, adopt, approve, ratify and confirm in all respects the Note Purchase and Contribution Agreement and the transactions contemplated thereby, including, without limitation, the Contributions, in each case as applicable.

General Resolutions

RESOLVED, that each of the Affiliated Entities’ respective officers (collectively, the “Authorized Officers”), on behalf of their applicable Affiliated Entity, be and they hereby are, and each of them acting singly hereby is, authorized, empowered and directed to execute, deliver and perform their respective Affiliated Entity’s applicable obligations under each of the agreements and transactions set forth herein, in each case as applicable, in the name and on behalf of their applicable Affiliated Entity, in each case with such changes as any such applicable Authorized Officer shall approve, which approval shall be conclusively evidenced by the execution, delivery and performance thereof;

RESOLVED, that the Authorized Officers, on behalf of their applicable Affiliated Entity, be and they hereby are, and each of them acting singly hereby is, authorized, empowered and directed to execute, deliver and perform such Affiliated Entity’s obligations under any and all other agreements, documents, certificates, releases, filings, consents, notices, waivers, amendments and instruments, and to take any other actions and to do any other things, in each case as may, in the judgment of such applicable Authorized Officer so acting, be deemed necessary or desirable in connection with each of the agreements and transactions set forth herein, in each case as applicable, in the name and on behalf of their applicable Affiliated Entity and with such changes as any applicable Authorized Officer shall approve, in such Authorized Officer’s sole discretion, which approval shall be conclusively evidenced by the execution, delivery and performance of such agreements, documents, certificates, releases, notices, waivers, filings, consents, amendments and instruments or the taking of any such action;

RESOLVED, that each of the Governing Bodies hereby ratify, confirm and approve all actions taken by the Authorized Officers on behalf of their applicable Affiliate Entity in connection with any and all of the transactions referred to in or contemplated by any of the foregoing resolutions; and

RESOLVED, that the Governing Bodies direct that these resolutions be filed with the records of each of the Affiliated Entities.

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IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew Janower

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Sam Bartlett

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Alex Weiss

Paul Tarvin

Adam Blumenfeld


IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss



Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

Adam Blumenfeld

GALLS PARENT BOARD

Andrew Janower

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Sam Bartlett

Samuel P. Bartlett

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Samuel P. Bartlett

Alex Weiss



Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

Adam Blumenfeld

GALLS INTERMEDIATE SOLE MEMBER

GALLS PARENT HOLDINGS, LLC,
a Delaware limited liability company

By: Sam Bartlett
Name: Samuel P. Bartlett
Title: Vice President

GALLS SOLE MEMBER

GALLS INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By: Sam Bartlett
Name: Samuel P. Bartlett
Title: Vice President

MORGAN BOARD

Andrew Janower
Andrew S. Janower

Sam Bartlett
Samuel P. Bartlett

Alex Weiss
Alex Weiss

Paul Tarvin
Paul Tarvin

Thomas Waller
Thomas Waller

GALLS INTERMEDIATE SOLE MEMBER

GALLS PARENT HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: Samuel P. Bartlett
Title: Vice President

GALLS SOLE MEMBER

GALLS INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: Samuel P. Bartlett
Title: Vice President


MORGAN BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin



Thomas Waller

BEST UNIFORMS SOLE MEMBER

GALLS (NC), LLC,
a Delaware limited liability company

By: David Scheve
Name: David Scheve
Title: Chief Financial Officer

GALLS, LLC, a Delaware limited liability company, in its capacity as the (A) sole member of Galls BPU, LLC, a Delaware limited liability company, Galls BUC, LLC, a Delaware limited liability company, Quartermaster, LLC, a Delaware limited liability company, Roy Tailors Uniform Co., LLC, a Delaware limited liability company, Roy Tailors Uniform Company Of Columbus, LLC, a Delaware limited liability company and Patriot Outfitters, LLC, a Delaware limited liability company, and (B) manager of Galls (NC), LLC, a Delaware limited liability company and Lone Star Uniforms, LLC, a Delaware limited liability company

David Scheve

By: _____

Name: David Scheve

Title: Chief Financial Officer

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/02/2022

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: Lea Veeneman PHONE (A/C, No, Ext): 513 852-6300 FAX (A/C, No): 513 852-6428 E-MAIL ADDRESS: lea.veeneman@usi.com														
INSURED CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : QBE Insurance Corporation</td> <td data-bbox="1437 451 1572 478">39217</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : General Casualty Company of Wisconsin</td> <td data-bbox="1437 478 1572 506">24414</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C : Praetorian Insurance Company</td> <td data-bbox="1437 506 1572 533">37257</td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D : The Cincinnati Insurance Company</td> <td data-bbox="1437 533 1572 560">10677</td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E : North Pointe Insurance Co</td> <td data-bbox="1437 560 1572 588">27740</td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	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 : North Pointe Insurance Co	27740	INSURER F :	
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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:			CGA1365959	03/01/2022	03/01/2023	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			161000042	03/01/2022	03/01/2023	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CCU1365959	03/01/2022	03/01/2023	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	1520000028	03/01/2022	03/01/2023	<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	03/01/2022	03/01/2023	15,000,000

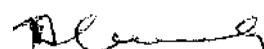
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Board of County Commissioners

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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**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

Paragraph **A.1. Who Is an Insured** of **SECTION II — LIABILITY COVERAGE** is amended to include the following:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

COUNTY OF NASSAU

INTER-DEPARTMENTAL MEMO


DATE: April 1, 2022
TO: Robert Cleary, Chief Procurement and Compliance Officer
FROM: Police Department
SUBJECT: **COUNTY CONTRACT NUMBER CQPD22000001**

DELAY MEMO

This memorandum is submitted in response to your request for a "delay memo" to explain the retroactivity of the above-mentioned contract. This is a new contract with the vendor Galls, LLC to provide uniform services to the Police Department. The term of the contract is for five (5) years, with a maximum amount not to exceed Five Million Dollars.

Although the Police Department negotiated this contract upon its award in May 2021, the submission of the contract package for County approvals was delayed while the Police Department awaited the approval and loading of the County's 2022 budget into the County financial system. Once the 2022 funding was made available, there was an additional short delay to obtain updated disclosure and insurance forms from the vendor. Upon receipt of all updated forms, the contract and supporting documents were submitted as quickly as possible into the electronic contract routing system for the requisite County approvals. During this period of delay, the Police Department has utilized the services of its previous vendor for uniforms under their contract to assist in the transition and minimize services provided by Galls, LLC to the extent possible prior to the full approval and execution of the contract before you.

Prepared by:


DCA Jaclyn Delle
Attorney – Legal Bureau