



Agenda Date: 11/8/2021

**APPROVED BY CITY COUNCIL**

Agenda #: 39.File #: 15-16571 Type: Consent Item

**Police Protective Vests**

**Action:**

- A. Approve unit price contracts for the purchase of body armor for an initial term of three years to the following:**
  - Galls LLC.,
  - Lawmen’s Distribution LLC., and
- B. Authorize the City Manager to renew the contracts for up to two, one-year terms with possible price adjustments and to amend the contracts consistent with the purpose for which the contracts were approved.**

**Staff Resource(s):**

Johnny Jennings, Police  
Brian Foley, Police

**Explanation**

- The Charlotte-Mecklenburg Police Department annually purchases approximately 300 to 400 body armor vests for new recruits and to replace expired vests. An officer’s vest requires replacement every five years for optimal safety.
- On May 21, 2021, the City issued an Invitation to Bid on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA); three bids were received.
- Galls LLC. and Lawmen’s Distribution LLC. were selected as the lowest responsive, responsible bidders.
- CCPA contracts are available for the use of and to benefit all entities that must comply with state purchasing laws.
- Annual expenditures are estimated to be \$526,550.

**Charlotte Business INclusion**

Per Charlotte Business INclusion Policy: Part C: Section 2.1(a) The City shall not establish Subcontracting Goals for Contracts where: (a) there are no subcontracting opportunities identified for the Contract; or (b) there are no MWBEs or SBEs certified to perform the scopes of work that the City regards as realistic opportunities for subcontracting.

This contract meets the provisions of (a) - No subcontracting opportunities.

**Fiscal Note**

Funding: Police Operating Budget

<b>Effective Date: November 15, 2021</b>	<b>City Vendor#: 20895</b>
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**Between the City of Charlotte ("City") and Galls LLC, ("GALLS")**

This cover sheet ("**Cover Sheet**") and each of the attachments listed below ("**Attachments**") together comprise a CMPD Body Armor (the "**Contract**") entered into as of the **Effective Date**, between Galls LLC a Kentucky Limited Liability Corporation registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:

Product Purchase Terms and Warranty	Vendor Debarment Suspension Certification
General Conditions	Byrd Anti Lobbying Certification
Price Schedule	Confidentiality Terms
Specifications	
Federal Contracting Terms	

**Term:** This Contract will start on the **Effective Date** and continue through midnight on November 14, 2024 through (the "**Initial Term**").  
**Renewals:** The City will have the option to renew this Contract for up to two one-year terms by giving notice to GALLS.

**WHEREAS**, THE City on behalf of itself, South Carolina entities to include Beaufort County, Buffalo-Mt. Pisgah Fire Dept., Burton Fire District, Cherokee Springs Fire Dept., City of Charleston, city of Greenville, City of Greer, City of Marion, City of Mullins, City of Myrtle Beach, City of North Myrtle Beach, City of Spartanburg, City of West Columbia, County of Lexington, Darlington County, Duncan Fire Dept., Florence County, Georgetown County, Horry County, Lancaster County, Oconee County, Richland County School District One, Rock Hill School District Three, Surfside Beach Fire Dept., Town of Aynor, Town of Pamplico, and Ware Shoals Fire Dept., and all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, Tennessee, Texas, Virginia, Washington, and West Virginia, any city, county, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both private and public), other government agencies or nonprofit organizations that elect to access the Contract (herein "Participating Public Agency") through the Charlotte Cooperative Purchasing Alliance (CCPA) issued an Invitation to Bid (ITB # 269-2021-069) for Body Armor dated May 21, 2021. This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".

<p><b>Products.</b> GALLS agrees to provide the products and services described in the Attachments ("Products" and "Services") under the terms and conditions stated in this Contract.</p> <p><b>Compensation.</b> The City will pay for the Products and Services at the prices set forth in the Price Schedule. These prices shall remain firm for the duration of this Contract, unless otherwise stated in the Price Schedule.</p> <p><b>Capitalized terms used in this Contract have the meanings assigned in this Contract</b></p>	<p><b>Email invoices to:</b> <a href="mailto:cocap@charlottenc.gov">cocap@charlottenc.gov</a></p> <p>-or-</p> <p>Mail invoices to the following:                  City of Charlotte A/P                  Attn:                  P.O. Box 37979                  Charlotte, NC 28237-7979</p> <p>Each invoice shall include the <u>purchase order number and Contract Number</u> and shall be accompanied by a sales tax statement <u>or</u> shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.</p>
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<p><b>City Business Contact</b></p> <p>Danielle Davis                  Department of General Services – City Procurement                  600 East Fourth Street                  Charlotte, NC 28202                  Phone: 704-432-6324                  Email: donielle.davis@charlottenc.gov</p>	<p><b>Vendor Business Contact</b></p> <p>David Scheve                  Galls LLC                  1340 Russell Cave Rd                  Lexington, Kentucky 40505                  Phone: 800-876-4242                  Email: bidreview@galls.com</p>
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By signing below, the parties accept and agree to the terms set forth in this Contract.

Galls LLC  
 Signature:   
 Print Name: David Scheve  
 Title: Chief Financial Officer Date: 11/23/2021

City of Charlotte  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



**Digital Contract Routing Form  
Non-Encumbered**

Date Submitted: December 02, 2021

Submitted by: Donielle Davis

Submitter email: donielle.davis@charlottenc.gov

Contract #: 2022000361

Amendment #:

Contract Name: Body Armor

Vendor Legal Name: Galls LLC

Vendor #: 20895

**REQUIRED ATTACHMENT(S):**

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte**

eSigned via SeamlessDocs.com  
*Brent Cagle*  
Key: f98f2b82106208b08604836a6396b851

## PURCHASE TERMS

This Attachment is incorporated into the CMPD Body Armor (“**Contract**”) between the City of Charlotte (“**City**”) and Galls LLC (“**GALLS**”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Products.** GALLS agrees to sell to the City the products identified in the **Price Schedule** Attachment (the “Products”) for the prices stated therein in such quantities as the City may specify from time to time through the issuance of City Purchase Orders (“POs”). GALLS further agrees to provide to the City the warranty and other services set forth in the Attachments (“Services”). This Contract requires no minimum purchase and imposes no financial obligation on the City, absent the City’s issuance of a PO. The City is entitled to purchase the same or similar products from other suppliers.
  2. **Options and Accessories.** The City may in its discretion purchase services and accessories not specified in this Contract, to the extent the City is authorized by law to do so without a formal bid process.
  3. **Delivery.** GALLS agrees to deliver the Products within the time frame stated in the attachments, and acknowledges that **time is of the essence** to the City. Delivery shall be to the City location specified in the PO. All delivery costs shall be borne by GALLS. The Company’s Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
  4. **Title / Risk of Loss.** Title to and risk of loss of the Product shall pass to the City upon delivery the City location specified in the PO.
  5. **Transfer of Warranties.** Without limiting GALLS’s obligations to provide warranty Services or the Maintenance Services, GALLS hereby assigns and transfers to the City all warranties from any third party suppliers covering the Product, including any embedded software. GALLS will provide copies of such warranties to the City with delivery of the applicable Product. While GALLS shall be entitled to have such warranty work performed by its supplier, GALLS shall remain responsible for providing the Warranty Service.
  6. **Replacement Products.** GALLS shall execute all documents necessary to evidence the City’s title to the Product, including replacement Product provided under the Warranty.
  7. **Compliance with Laws:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, GALLS shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
  8. **Quality.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. The term “new”, that the item has been recently produced and has not been previously sold or used.
- Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter’s codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.
9. **Design Requirement.** All Products and Services shall meet the Specifications set forth in the Specifications Attachment.
  10. **Preparation For Delivery**
    - a. **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. GALLS shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. GALLS will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
    - b. **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).
    - c. **Shipping.** GALLS shall ship all orders FOB Destination. No shipping charges allowed.
  11. **Acceptance:** The Products delivered under this Contract shall remain the property of GALLS until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to GALLS and return such Products (and any related goods) to GALLS at GALLS ’s expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to GALLS. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
  12. **Embedded Software.** GALLS grants to the City the right to use the all software embedded in the Product to the full extent necessary to use the Product in the manner contemplated by this Contract.
  13. **Documentation:** For all Products purchased under this Contract GALLS will provide written or electronic

Documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

14. **No Liens:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
15. **No Advertisement:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
16. **Price Adjustments.** The prices stated in the Price Schedule shall remain fixed for the Initial Term.

If GALLS's unit prices for any Products and/or Services should decrease, GALLS shall provide the affected Products and/or Services at the lower discounted price. GALLS will provide the City with prompt written notice of all decreases in unit prices.

If a Product becomes unavailable, or if a new Product becomes available, GALLS will promptly send the City a proposed revised version of the **Price Schedule**. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements

**Price Increases Based on CPI** For any renewal term, GALLS may increase prices no more than once within a 12 month period upon ninety (90) days prior written notice to the City, provided that except for increases specifically stated in the **Price Schedule**, prices will not increase by more than the percentage increase in the Consumer Price Index for all Urban Consumers during the time period since the last pricing went into effect.

17. **City Materials and Data Treated as Confidential.** GALLS will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. GALLS will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
18. **Work on City's Premises.** Whenever on City premises, GALLS will obey all instructions and City policies applicable to City employees and contractors that GALLS is made aware of. If GALLS causes damage to the City's equipment or facilities, GALLS will promptly repair or replace such damaged items at GALLS's expense.

**19. Background Checks.**

- a. **BACKGROUND CHECKS REQUIRED PRIOR TO WORK.** Prior to starting work under this Contract, GALLS will conduct a background check on each GALLS employee assigned to work under this Contract, and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

- b. **NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS.** After starting work under this Contract, GALLS will, on an annual basis, perform a Background Check for each GALLS employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If GALLS undertakes a new project under this Contract, then prior to commencing performance of the project GALLS will perform a Background Check for each GALLS employee assigned to work on the project, and will require its subcontractors (if any) to do the same for each of their employees.
  - c. **ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES.** If a person's duties under this Contract fall within the categories described below, the Background Checks that GALLS will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:
    - If the job duties require driving: A motor vehicle records check.
    - If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
    - If job duties include entering a private household or interaction with children: A sexual offender registry check.
  - d. **COMPLIANCE WITH APPLICABLE LAW.** GALLS must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.
  - e. **DUTY TO REPORT INFORMATION TO CITY.** GALLS shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.
  - f. **CHECKS CONDUCTED BY CITY.** The City may conduct its own background checks on principals of GALLS as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.
- 20. Billing Records.** During the term of this Contract and for three (3) years after it terminates, GALLS will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit GALLS's time cards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Products or Services that did not meet the standards and requirements referenced in this Contract. GALLS agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-

compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

## GENERAL CONDITIONS

This Attachment is incorporated into the CMPD Body Armor ("Contract") between the City of Charlotte ("City") and Galls LLC ("GALLS"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **PAYMENT TERMS.** The City will pay undisputed, properly submitted invoices within sixty (60) days after receipt. As a condition of payment, GALLS must invoice the City for Services within sixty (60) days after the Products have been delivered or Services are performed. GALLS WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY PRODUCTS OR SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH PRODUCTS WERE DELIVERED OR SERVICES WERE RENDERED.
3. **TAXES.** North Carolina law requires that GALLS collect and remit sales tax on this Contract, even though the purchaser is the City. GALLS shall itemize state and local sales taxes on each invoice as separate charges to the City.
4. **TERMINATION FOR CONVIENCE.** The City may terminate this Contract at any time without cause by giving written notice to GALLS. The City shall pay for Products and Services provided through the date of termination and accepted by the City, subject to Galls LLC's compliance with Section 9 of the General Conditions.
5. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if GALLS:
  - 5.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or
  - 5.2. Becomes more than ten (10) days late performing the Services; or
  - 5.3. Acts of fails to act in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.
6. **AUTHORITY TO TERMINATE.** Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.
7. **OBLIGATIONS ON TERMINATION.** Upon expiration or termination of this Contract, GALLS will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to GALLS by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms.
8. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by GALLS, notwithstanding anything to the contrary in this Contract, GALLS agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any software supplied by GALLS, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
9. **REPRESENTATIONS AND WARRANTIES.** GALLS represents, warrants, and covenants that: (a) The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the Attachments; (b) All work performed by the GALLS and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge; (c) Neither the Products, nor any Services provided by the GALLS under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; (d) GALLS and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses; (e) GALLS is a duly organized and validly existing entity of the type set forth in the first paragraph of this Contract, is in good standing under the laws of the state specified in the first paragraph of this Contract, and is registered to do business in North Carolina; (f) GALLS has the requisite power and authority to execute and perform this Contract; and (g) neither the execution nor the performance of this Contract will violate any third party contractual rights. GALLS and each person signing this Contract for GALLS represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by GALLS. Additional warranties may be set forth in the Attachments.
10. **REMEDIES.**
  - 10.1. **Right to Withhold Payment.** If GALLS breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. GALLS and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party's breach.

10.2. **Other Remedies.** The remedies set forth in this Contract are cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available at law or in equity. Additional remedies may be set forth in the Attachments.

10.3. **RESERVED.**

11. **RIGHT TO COVER.** If GALLS fails to comply with any term or condition of the Contract or the GALLS's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

11.1. Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

11.2. Recover from GALLS the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the GALLS's response to the ITB.

12. **INDEMNIFICATION.** To the fullest extent permitted by law, GALLS shall indemnify, defend, and hold harmless the City and the City' officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:

12.1. Breach of contract, negligence or willful misconduct by GALLS or any of GALLS's agents, employees, or subcontractors, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property;

12.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by GALLS or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;

12.3. Violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products or deliverables provided under this Contract ("Infringement Claims");

If an Infringement Claim occurs, GALLS will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If GALLS is unable to comply with the preceding sentence within thirty days after the City is directed to cease use of a product or service, GALLS shall promptly refund to the City all amounts paid under this Contract.

In any case in which GALLS provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.

If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency's officers, officials, employees, agents, and independent contractors (excluding GALLS).

13. **INSURANCE.**

GALLS shall purchase and maintain, during the life of this Contract, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:

(a) Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

(b) Commercial General Liability

Bodily injury and property damage liability as shall protect GALLS and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operation of this Contract whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$2,000,000 bodily injury each occurrence/aggregate and \$2,000,000 property damage each occurrence/aggregate or \$2,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal and advertising injury liability, and contractual liability assumed under the indemnity provision of this Contract.

(c) Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

GALLS shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. GALLS shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of GALLS and/or subcontractor providing such insurance.



The City of Charlotte shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Contract. Certificates of all required insurance shall be furnished to the City within fourteen (14) calendar days after Contract award and prior to commencing any work. Certificates of insurance shall contain the provision that the City will be given thirty (30) day written notice of any intent to terminate coverage by either the insured or the insuring Company.

Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve GALLS from meeting all insurance requirements or otherwise being responsible for the subcontractor.

14. **NOTICE.** Any notice, consent, waiver, authorization, or approval referenced in this Contract must be in writing, and delivered in person, by U.S. mail, overnight courier or electronic mail to the City and GALLS Contacts identified on the Cover Sheet (or as updated in writing from time to time). Notice of breach, default, termination, prevention of performance, delay in performance, modification, extension, or waiver must also be copied to the recipients listed below (the “**Official Notice Recipients**”), and if sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

<b>Kay Elmore</b>	<b>Adam Jones</b>
City of Charlotte	City Attorney’s Office
City Procurement	600 East Fourth Street
600 East Fourth Street	Charlotte, NC 28202
704-336-2524	704-336-3012
kelmore@charlottenc.gov	amjones@charlottenc.gov

<b>Vendor Legal Notice - Name</b>
GALLS
Legal Notice Contact
1340 Russell Cave Rd
Lexington, Kentucky 40505
800-876-4242
bidreview@galls.com

Notice shall be effective upon receipt by the intended recipient. The parties may change their Official Notice Recipients by written notice to the other party.

15. **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify GALLS of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
16. **REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** GALLS agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. GALLS consents to be bound by the award of any arbitration conducted thereunder.”
17. **REQUIRED BY STATE LAW.**
- a. E-Verify. GALLS will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- b. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. GALLS certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract.
18. **CHARLOTTE BUSINESS INCLUSION PROGRAM.** The City has adopted a CBI Program, which is posted on the City’s website at <https://charlottenc.gov/finance/procurement/cbi/Pages/library.aspx>. The parties agree that:
- 18.1. The terms of the City’s CBI Policy, as revised from time to time, together with all rules and guidelines established under such program (collectively, the “CBI Policy”) are incorporated into this Contract by reference; and
- 18.2. A violation of the CBI Policy shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages; and
- 18.3. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to

GALLS under this Contract until the City has received in a form satisfactory to the City all claim releases, payment affidavits, and other documentation required by the City's CBI Policy, and in the event payments are withheld under this provision, GALLS waives any right to interest that might otherwise be warranted on such withheld amount under G.S. 143-134.1; and

- 18.4. The remedies set forth in the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and
- 18.5. The City will incur costs if GALLS violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, GALLS agrees to pay the City liquidated damages at the rates set forth in the CBI Policy.
- 18.6. GALLS agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Policy.
- 18.7. Nothing in this Section shall be construed to relieve GALLS from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

**19. CHARLOTTE BUSINESS INCLUSION MWSBE UTILIZATION AND REPORTING**

19.1. SUBCONTRACTING UTILIZATION. GALLS has committed to subcontract for supplies and/or services from City Certified Small Business Enterprises (SBEs), and/or City Registered Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) for the duration of the Contract, as follows:

Total MBE Utilization	0%
Total WBE Utilization	0%
Total SBE Utilization	0%
<b>Total MWSBE Utilization</b>	<b>0%</b>

GALLS shall not terminate, replace or reduce the work of an MWSBE without providing written notice to the city as outlined in the CBI Policy. Failure of GALLS to fulfill these utilization requirements shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages.

19.2. LETTERS OF INTENT. GALLS acknowledges that it will be required to execute one or more letters of intent on or prior to the Effective Date. Each letter of intent will list the subcontractor (MWSBE) vendor name and the amount that GALLS has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. GALLS consents to submit its letter(s) of intent via the City's selected electronic compliance management system, at the City's option. The letter(s) of intent shall be

deemed to be incorporated into this Contract when submitted by GALLS and accepted by the City. Any changes to letters of intent or any new letters of intent will also be deemed incorporated into this Contract when submitted by GALLS and accepted by the City.

- 19.3. PAYMENTS TO MWSBEs. GALLS shall abide by N.C. Gen. Stat. §143-134.1 (b) and within seven (7) days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Furthermore, if GALLS has made a Quick Pay Commitment under the CBI Program, GALLS shall comply with any provisions of the Quick Pay Commitment that are more stringent than N.C. Gen. Stat. §143-134.1 (b), but shall also remain bound by N.C. Gen. Stat. §143-134.1(b).
- 19.4. PAYMENT AFFIDAVITS. As a condition to receiving payments under this Contract, GALLS agrees to provide payment affidavits detailing the amounts paid by GALLS to all subcontractors and suppliers receiving payment in connection with this Contract ("Payment Affidavit"). The absence of MWSBE participation on a contract does not relieve GALLS from the obligation to submit payment affidavits.

The payment affidavit shall be submitted at such times as required by the City. In order to properly file a Payment Affidavit, GALLS and all subcontractors and suppliers under the Contract must be registered in the City's vendor registration system and the City's compliance management system. Payment Affidavits shall be in the format specified by the City from time to time. GALLS consents to submit its Payment Affidavits via the City's selected electronic compliance management system, at the City's option. Failure to provide such affidavits within the time period specified by the City shall entitle the City to exercise any of the remedies set forth in the Charlotte Business Inclusion Policy.

**20. GENERAL.**

- 20.1. ENTIRE AGREEMENT/AMENDMENT. This Contract is the parties' entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Contract will be valid unless in writing and signed by both GALLS and the City. Clicking "consent" or "agree" electronically when accessing software or a website will not constitute a writing sufficient to bind the City.
- 20.2. RELATIONSHIP OF THE PARTIES. The parties' relationship under this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as

- participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- 20.3. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 20.4. **GOVERNING LAW AND VENUE.** North Carolina law will govern all matters relating to this Contract (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.
- 20.5. **ASSIGNMENT/SUBCONTRACTING.** Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.
- 20.6. **DELAY / CONSEQUENTIAL DAMAGES.** The City will not be liable to GALLS, its agents or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Contract.
- 20.7. **SEVERABILITY.** The invalidity of one or more provisions of this Contract will not affect the validity of the remaining provisions so long as the material purposes of the Contract can be achieved. If any provision of this Contract is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 20.8. **PUBLICITY.** GALLS may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) GALLS may list the City as a reference, and (ii) GALLS may identify the City as a customer in presentations to potential customers.
- 20.9. **WAIVER.** No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 20.10. **SURVIVAL.** Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.
- 20.11. **TAXES.** GALLS will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.
- 20.12. **CONSTRUCTION OF TERMS.** Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 20.13. **DAYS.** Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to "business days" shall mean the days that the City's main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.
- 20.14. **CONFLICTS OF INTEREST.** GALLS will not take any action that is or is likely to be perceived as conflict of interest under this Contract. GALLS has not made and will not make any gifts to City employees or officials in connection with this Contract.
- 20.15. **COMPLIANCE WITH LAWS.** GALLS and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards ("Applicable Law") in performing this Contract. GALLS represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.
- 20.16. **PRE-AUDIT.** No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

## PRICE SCHEDULE

This Attachment is attached and incorporated into the CMPD Body Armor (the "Contract") between the City of Charlotte and Galls LLC ("GALLS"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

GALLS shall provide the Products and Services detailed in this Contract at prices set forth below.

GALLS - POINT BLANK								
Item #	Description	Manufacturer	Model	Product Number	UOM	Est Annual Qty	Unit Price	Extended Price
1	Body Armor, Threat Level II+ (improved), Men's	Point Blank	AXII	HL6AXACS0M	Ea.	50	\$549.00	\$27,450.00
2	Body Armor, Threat Level II+ (improved), Women's or Unisex	Point Blank	AXII	HL6AXACS0W	Ea.	50	\$549.00	\$27,450.00
3	Standard concealed carrier, Men's for Level II+	Point Blank	Included with AXII	HL6N00BV0M	2 Ea.	20	\$67.00	\$1,340.00
4	Standard concealed carrier, Women's or Unisex for Level II+	Point Blank	Included with AXII	Included with AXII	2 Ea.	20	\$67.00	\$1,340.00
5	Covert Concealed Carrier for Level II+ (undercover)	Point Blank	Included with AXII	EC1M00BV0W "Executive" or UC5M00020W "Ultra Convert"	2 Ea.	5	\$85.00	\$425.00
6	Body Armor, Threat Level III, Men's	Point Blank	AXBIIIA	HL6ABDBV0M	Ea.	500	\$659.00	\$329,500.00
7	Body Armor, Threat Level III, Women's or Unisex	Point Blank	AXBIIIA	HL6ABDBV0W	Ea.	50	\$659.00	\$32,950.00
8	Standard concealed carrier, Men's for Level III	Point Blank	Included with AXBIIIA	Included with AXBIIIA	2 Ea.	500	\$67.00	\$33,500.00
9	Standard concealed carrier, Women's or Unisex for Level III	Point Blank	Included with AXBIIIA	Included with AXBIIIA	2 Ea.	50	\$67.00	\$3,350.00
10	Covert Concealed Carrier for Level III (undercover)	Point Blank	Included with AXBIIIA	UC5M00020W (UCSH-02 PBE MC "Ultra Convert Shirt MOD-02 022218-1")	2 Ea.	10	\$85.00	\$850.00

11	Ceramic Armor Plate, Rifle Protection "Active Shooter Kit", Unisex	Point Blank	Paraclete #10800	Paraclete #10800	Ea.	50	\$135.00	\$6,750.00
12	Carrier for Ceramic/Steel Armor Plate, Rifle Protection "Active Shooter Kit", Unisex	Point Blank	Point Blank Plate Carrier	Point Blank Plate Carrier	Ea.	50	\$85.00	\$4,250.00
13	External Carrier w/Integrated Storage Pouches (Detective Callback/CSS)	Point Blank	Point Blank	R20-D or ODC-Standard	Ea.	40	\$130.00	\$5,200.00
14	External Carrier, Tactical, MOLLE w/ removable Storage Pouches	Point Blank	Guardian (Public Order Bikes ONLY)	GD2M 61	Ea.	20	\$177.00	\$3,540.00
15	External Carrier, Tactical, Molle w/ removable Storage Pouches	Point Blank	Maverick	MK3M 16-PBE	Ea.	20	\$235.00	\$4,700.00
16	External Carrier, Tactical, MOLLE w/ removable Storage Pouches (BOMB, K9, VCAT)	Point Blank	SRV LASER	SRV LASER	2 Ea.	20	\$1,169.00	\$23,380.00
17	Magazine Pouch, Double, Handgun, External Carrier, Tactical MOLLE	Point Blank	Point Blank	PCHMP-0	Ea.	25	\$19.10	\$477.50
18	Magazine Pouch, Double, Rifle (AR) 20 or 30 round, External Carrier, Tactical MOLLE	Point Blank	Point Blank	N/A	Ea.	25	\$27.50	\$687.50
19	Aerosol OC Pouch, External Carrier, Tactical MOLLE	Point Blank	Point Blank	PCHSP-1	Ea.	25	\$9.50	\$237.50
20	Baton/Flashlight Pouch, External Carrier, Tactical MOLLE	Point Blank	Point Blank	PCHFL-0	Ea.	25	\$14.34	\$358.50
21	Handcuff (Dual) Pouch, External Carrier, Tactical MOLLE	Point Blank	Point Blank	PCHHZ-0 or PCHHC-0	Ea.	25	\$11.20	\$280.00
22	Radio (Universal) Pouch, External Carrier, Tactical MOLLE	Point Blank	Point Blank	PCHRD-0	Ea.	25	\$18.54	\$463.50
23	Tourniquet Pouch, External Carrier, Tactical MOLLE	Point Blank	Point Blank	PCHSK-1	Ea.	25	\$22.40	\$560.00
<b>GALLS TOTAL AMOUNT:</b>								<b>\$509,039.50</b>

**1. Administrative Fees:**

GALLS shall submit one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days of the invoice date.

**2. Non-Core Items – Fixed Percentage Discount**

GALLS shall provide a fixed percentage discount from the List Price (list price less discount) included in the Company's most current full line catalog identified in the Specifications for all other items (Non-Core) included in the catalog for the life of the Contract.

- a. Insert the verifiable catalog name/edition: [www.galls.com](http://www.galls.com)
- b. Insert the fixed percentage discount for Non-Core Items: 15%

## SPECIFICATIONS

This Attachment is attached and incorporated into the CMPD Body Armor (the "Contract") between the City of Charlotte and Galls LLC ("GALLS"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

### 1. Background.

The Charlotte-Mecklenburg Police Department (CMPD) is one of the largest metropolitan police departments in the Southeast. CMPD believes strongly in the principles of crime fighting, community engagement and professional development. The department employs more than 1,900 sworn officers, 500 civilian employees and 600 volunteers.

### 2. Scope.

The scope of this Invitation to Bid (ITB) is to establish a contract for the purchase, delivery and other inherently related activities for Body Armor and Services in compliance with the specifications and terms and conditions set forth in this ITB. This specification details the style and quality of concealable body armor intended for the use by male and female members of the Charlotte Mecklenburg Police Department and Participating Public Agencies. The body armor shall be worn comfortably while being concealed under a shirt or garment.

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this ITB, and shall operate in full compliance with these Specifications.

### 3. Quantities.

The City and Participating Public Agencies does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this ITB are estimates only, and may differ substantially from actual quantities ordered. Multiple orders will be placed on an as needed basis during the term of the Contract.

### 4. Alternate Products.

Please refer to Section 1.22 and 1.23 for complete details regarding submittal of Alternate Products.

**The City cannot be responsible for testing and or accepting every new or evolving product proposed and reserves the right to reject proposed products that do not meet the City's current business model.**

### 5. Warranty.

All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of one year; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Bidder's descriptions, representations and samples. The Company shall administer the warranty on the City's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City all Products that violate either the above warranty or the applicable manufacturer's warranty.

5.1. The Company shall provide the City with two copies of the manufacturer's written warranty for each item of equipment.

5.2. It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.

### 6. Pricing.

The City is requesting a fixed unit cost for (a) the Core Items list included in Section 4, Form 5; and a fixed percentage discount from the List Price (list price less discount) included in the Company's most current full line verifiable catalog for (b) all of other items (Non-Core) included in the catalog for the life of the contract. All pricing under this contract (Core and Non-Core) shall include all shipping and handling, delivery, any discounts, vendor mark-up/profit, and storage. No other charges are allowed.

To obtain a copy of the Pricing Sheet, email Donielle Davis at [Donielle.davis@charlottenc.gov](mailto:Donielle.davis@charlottenc.gov). **Pricing Sheets must be submitted in hard copy and Excel format on a flash drive.**

No catalog items can be excluded from the quoted list price less discounts based on gross profit floors vendor costs, sourcing methods, or changing market conditions. Fixed unit costs and fixed percentage discounts shall be firm for the life of the contract. Price increases will only be considered for those items with a published manufacturer's price increase. The successful Bidder shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference. Price increases will not be considered more than once annually.

#### 6.1. Core Items #1 – Fixed Unit Cost:

- Bidders must submit fixed unit cost on the items provided as **Section 4, Form 5 – Fixed Unit Cost Core Item List** in a hard copy and in Excel format on a flash drive.
- Core pricing must include vendor product number, pack quantity, fixed unit cost, and extended contract cost.

- DO NOT include any tax in your pricing.
- Bidders are cautioned to carefully review each item and pay special attention to the unit of measure for each item. Please be sure to bid the unit of measure designated that may be different from your selling unit

**6.2. Non-Core Items – Fixed Percentage Discount:**

The Company must provide a fixed percentage discount on all Non-Core Items as outlined in Section 4, Form 5;

**6.3. Pricing Incentives and Rebates:**

Please identify any incentives and rebates offered based on volume, dollar amounts, **electronic ordering or other criteria.**

- For evaluation purposes, any rebates offered will be applied to the total Core Items lists to determine the lowest pricing.
- The City will evaluate any rebate stipulations or contingencies to determine which pricing structure is in the best interest of the City. The City reserves the right to determine the most favorable pricing structure and any such determination shall be final and conclusive.

**7. Delivery.**

All Products provided under this contract must be delivered F.O.B. Destination within 8 - 12 weeks but no later than 90 days from the placement of order. Workdays are Monday through Friday, excluding recognized City, State and Federal holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.

As specified by this Contract, unless otherwise at the Direction of the City Procurement Department. CMPD's direct delivery address is:

**Charlotte-Mecklenburg Police Department  
Property Control and Evidence Management Division  
601 East Trade Street  
Charlotte, NC 28202  
Attn: Property Management Lieutenant or Designee**

- 7.1. All armor systems shall be packaged and shipped consistent with good commercial practices or by contract instructions. The body armor shall be packed into a suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the concealable body.
- 7.2. Each order delivered must have a packing slip enclosed. The packing slip must clearly show the purchase order number, items ordered, unit of measure, contract pricing, items enclosed and identify any items on backorder.
- 7.3. Participating Public Agencies will require deliveries to their specific locations. The Company must agree to the same delivery terms and conditions to all Participating Public Agencies that utilize this Contract through CCPA.

**8. Delivery Personnel.**

All delivery personnel of the successful Bidder may be subject to background checks at the discretion of the City. Bids shall include company policies regarding selection of personnel who will be frequenting City and Participating Public Agency facilities.

**9. Invoices.**

The Company must submit invoices weekly/monthly to the City's Finance department. Invoices must include the item number, description, unit cost, quantity and extended price, and contract or purchase order number of each item purchased. Every invoice must also include the City department that placed the order and be submitted to City of Charlotte Accounts Payable per the billing instructions of the subsequent Contract. Add specific requirements as needed (i.e. electronic billing, etc.)

- 9.1. Invoices must include only Products and Services that have been delivered and completed.
- 9.2. As a condition of payment, the Company must invoice the City for Products and Services within 60 days after such Products and Services are delivered. The Company waives the right to charge the City for any products or services that have not been invoiced to the City within 60 days after such products or services were delivered.

**10. Award of Contract.**

The City reserves the right to award this contract based on the lowest responsive responsible bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, ability to provide Products and Services to all potential Participating Public Agencies, administrative fees, reporting, and any applicable environmentally preferable attributes associated with the product or services.

The City also reserves the right to award contract(s) by item, combination of items or grand total on a state, regional, or national basis, whichever is in the best interest of the City and CCPA.



Multiple awards may be made as a result of this ITB if doing so will ensure that any ensuing contract(s) will allow the City to fulfill current and future requirements or in the best interest of the City and CCPA.

The City reserves the right to add items excluded under this Invitation to Bid, or to delete items, which are included under this Invitation to Bid.

**11. City Contracting Requirements.**

The City will enter into an Agreement written by the City with the successful Bidder that contains the terms and conditions set forth in this ITB and sample Contract included as Section 5. Each Bidder must state specifically in its bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Bidder. The City will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Bidder does not specifically object to will be incorporated into the resultant Agreement. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to contract award if it is in the City's best interest to do so.

The terms and conditions set forth in this ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to this ITB and the City's analysis of the successful bid.

The term "Contract" shall refer to the contract entered into between the City and the successful Bidder, and the term "Company" shall refer to the successful Bidder.

**12. Items Under Contract.**

The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added will be subject to bid statute requirements. The City may also delete Product items included in this Contract if the items are no longer needed by the City.

**13. Liquidated Damages.**

The City and the Company agree that the City will incur damages for inconvenience and delay if the Company fails to meet deadlines and functional requirements set forth in this Invitation to Bid for delivery of products and services (the "Completion Dates"). The parties further acknowledge that the damages, which might be reasonably anticipated to accrue as a result of such failure, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees that it will pay liquidated damages in accordance with the schedule set forth below:

**The Company will pay (and the City may deduct from any outstanding payments due the Company) liquidated damages in the amount of \$150.00 per calendar day for each day the Company is late in meeting a Completion Date until all applicable products or services have been provided in compliance with the specifications and requirements of this Invitation to Bid, provided that such liquidated damages will not begin to accrue until after the Completion Date.**

The equipment, vehicles and products covered by this Invitation to Bid may be purchased by State and/or Federal grant funding. Therefore, a late delivery may result in the City losing the approved grant funds. In the event that grant funding is lost due to the Company's failure to deliver in compliance with the terms of the resulting contract, the Company shall be liable for the total amount of grant funds lost, in addition to the damages stated in section 5.

**14. Customer Service Representative.**

The Company must dedicate a Full-Time "Account Executive" for servicing the City. The account executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The account executive must be available to attend meetings regarding Product issues upon request. The account executive will be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The account executive must have an in-depth knowledge of all items provided in this bid and have immediate access to manufacturers providing the Product items. He or she must have the ability and authority to make decisions on behalf of their employer enabling them to provide both normal and emergency service as necessary.

**15. Applicable Laws.**

The Bidder agrees to make itself aware of and comply with, and cause its subcontractors to comply with, all federal, state and local laws, regulations and ordinances relating to the performance of this Contract or to the products and services delivered hereunder, including without limitation E-Verify, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and OSHA. The Company further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this Section has occurred or does occur, the Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

**16. Permitting Responsibilities.**

All permits and inspections are the sole responsibility of the successful Bidder.

**17. No Limitations on Disclosure.**

All Bidders agrees that the City shall be able to disclose and distribute to any persons or entities, without restriction, all Products, samples and other Products provided under in the course of this bid process or under the Contract. The Company specifically agrees that the City can and will provide samples of the Products provided under this Contract to the Company’s competitors in any future procurement process.

**18. Sizing, Delivery, Returns and Restocking Charges:**

The Company or applicable manufacturer must pick up any merchandise to be returned within twenty-four (24) hours after the City notifies the Company of the return. The City will not pay restocking fees for merchandise that has been returned unless it is subject to minimum inventory requirements under this ITB or is a specialty item and the City has been notified, at the time of placement of order, of the potential restocking charge.

18.1. SIZING: The Supplier shall measure each wearer for a proper fit. This sizing shall be done at the vendor/suppliers’ local retail location OR at a facility/location specified by the City or Department. Each vest is custom built to that measurement.

18.2. DELIVERY: The Supplier shall ensure delivery of new item within two (2) weeks of manufacture. Any delay in manufacturing or supply timeline, including backorder, shall be communicated to the City or Department via email or other, approved written documentation. The Company will issue a credit memo to the City within seven (7) calendar days of the return.

**19. Placement of Orders.**

All orders will be placed by City designated personnel on an as needed basis for the quantity required at the time during the term of the Contract. Orders will be placed by means of a purchase order, or other approved authorization method.

**20. Reporting.**

A monthly usage report must be supplied electronically to City Procurement and CMPD Property & Evidence Management no later than the 10th day of the following month. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the monthly report. The report shall clearly identify all items purchased by each department. Each report shall list all items purchased, the manufacturer’s name and part/product number, unit price, quantities and extended price for each item.

Product reports which delineate minority products and recycled products must be submitted to City Procurement on a quarterly basis.

20.1. CCPA Quarterly Reports: The Company shall provide quarterly usage reports in Excel format to [ccpa@charlottenc.gov](mailto:ccpa@charlottenc.gov) by the 30th of January, April, July, and October. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the quarterly report. The reports must include but not limited to the Participating Public Agency name, category, product/service description, product number, unit of measure, quantity, applicable percentage discount/list price, fixed unit price, and extended price for each item. The City and Participating Public Agency reserves the right to request additional information.

**21. Samples.**

Prior to award of a contract, vendors may be required to furnish a sample of each item awarded, at no charge to the City. Samples will be retained by Procurement Management for comparison with items delivered under the resulting contract.

**22. Technical Specifications:**

Body Armor must accommodate male, female or unisex body shapes per the wearer. It is essential that all materials be in compliance with the latest industry standards, and the proposed NIJ Standard 0101.07, as well as other laws and requirements concerning the state of North Carolina. All materials must meet the requirements indicated below:

- A. **NIJ Ballistic Level II / HG1** – This standard is revised under 0101.07 (proposed) by the National Institute of Justice. “Level” is replaced with “HG” (Hand Gun).
  - Tested against 9mm FMJ RN and .357 Magnum JSP rounds
  - Flexible armor, conditioned tested, stab resistant to Level 2
  - Issued with (1) soft armor trauma plate with option for hard trauma plate for chest area, (2) vest covers and hook/loop straps
  - Weight < .90lbs/sqft Thickness < .20in
  
- B. **NIJ Ballistic Level IIIA / HG2** - This standard is revised under 0101.07 (proposed) by the National Institute of Justice. “Level” is replaced with “HG” (Hand Gun).
  - Tested against 9mm FMJ Round Nose rounds
  - Flexible armor, conditioned tested, stab resistant to Level 2 minimum, Level 3 preferred
  - Issued with (1) soft armor trauma plate with option for hard trauma plate for chest area, (2) vest covers and hook/loop straps
  - Weight < .80lbs/sqft Thickness < .30in

- C. **NIJ Ballistic Level III / RF 1** - This standard is revised under 0101.07 (proposed) by the National Institute of Justice. "Level" is replaced with "RF" (Rifle).
- Tested against 7.62x51mm M80 Ball NATO FMJ Steel Jacket Boat tail (149 grain), 7.62x39mm (120 grain) and 5.56mm M193 Boattail (56 grain) rifle rounds
  - Hard armor, metal ceramic or composite plates, can be worn in conjunction with IIIA (HG 2) soft armor
- D. **NIJ Ballistic Level RF 2 (NEW)** – This is a **new** standard under 0101.07 (proposed) by the National Institute of Justice.
- Tested against: 7.62x51mm M80 Ball NATO FMJ Steel Jacket Boattail (149 grain), 7.62x39mm (120 grain), 5.56mm M193 Boattail (56 grain) and 5.56mm M855 Boattail (62 grain/steel core tip) rifle rounds
  - This standard generally meets manufacturer designated "Level III+" or "Level III++" ballistic panels, stab resistant to Level 3
  - Hard armor, metal ceramic or composite plates
- E. **NIJ Ballistic Level IV / RF 3** - This standard is revised under 0101.07 (proposed) by the National Institute of Justice. "Level" is replaced with "RF" (Rifle).
- Tested against 30.06 caliber M2 Armor Piercing (AP) FMJ/AP (165.7 grain) rifle round
  - Hard armor, metal ceramic or composite plates
  - Purchased with external carrier, hook/loop mounting solution and worn over concealed Level II or IIIA vest
- F. **Tactical Vest Covers** – CMPD currently utilizes at least five different types of exterior worn (outer) tactical vest covers (carriers). All external vest covers are marked with Velcro patches to include "POLICE" or "CRIME SCENE SEARCH", CMPD insignia to include badge or patch, and subdued insignia for specialized roles.
- **Detective and Crime Scene Search** – carrier only w/ integral sewn exterior pockets. Carrier accommodates panels from the issued concealed vest. Currently Level II issued, will be Level IIIA (HG 2) future.
  - **Public Order Bikes** – MOLLE construction, equipped with separate mounted pouches, currently Level IIIA issued (HG 2)
  - **VCAT/TRAP/K9** – MOLLE construction, equipped with separate mounted pouches, currently Level IIIA issued (HG 2)
  - **SWAT** – MOLLE construction, unique configuration with additional ballistic panels and separate mounted pouches, currently with flexible panel Level IIIA or hard panel Level III (HG 2 or RF 1)
  - **Bomb** – MOLLE construction, unique configuration with additional ballistic panels including shoulder, knee and groin protection, currently flexible panel Level IIIA or hard panel Level III (HG 2 or RF 1)
  - **Active Shooter Kit** – hard armor plate (front/rear) in a fabric carrier to be worn supplemental over flexible soft armor. MUST BE STEEL PLATE (no composite, ceramic) with unlimited warranty

### 23. Product Specifications and Or Equal Standard.

Following this page is a list of Products which are described in part by reference to specific brands and style numbers. The brands names and style numbers are listed only for purposes of description and establishing a quality standard. The City will consider alternate products of equal or better quality ("Alternates"), only if the Bidder submits samples of such products for testing and evaluation in compliance with Sections 1.22 and 1.23 of this ITB. Any Alternates that are approved by the City will be listed in an Addendum subsequent to issuance of this ITB.

For each of the Products specified, the City lists factors that will be important considerations in determining whether a proposed Alternate is equal to or better than the named brand in meeting the City's requirements. While the City regards these factors as important, the City reserves the right to waive variances from these requirements to the extent the City determines in its sole discretion that such variances will not materially impact whether the Product meets the City's needs. The important considerations listed for each item are not an exclusive list of factors that will be taken into account in determining whether a proposed Alternate meets the City's requirements. The City will consider any factors the City deems relevant to the performance, durability, appearance, comfort, fit, convenience or maintenance requirements for any proposed Alternate.

## CCPA PLAN

This Attachment is attached and incorporated into the CMPD Body Armor (the "Contract") between the City of Charlotte and Galls LLC ("GALLS"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

- 1. Describe your company's ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.** Galls is considered the largest public safety provider in the uniform and ballistic vest space. We currently have 60+ retail locations as well as 3 service centers including Lexington, KY and Cerritos, CA. We have over 200 associates who are all dedicated to sales and customer service. We have field sales associates dedicated to all 50 states. In more remote locations we also have dedicated online associates to help accommodate sizing. We ship products direct from the manufacturers as well as from across our entire internal network.
- 2. Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.** As stated previously, we are a national sales service with a very robust network. Additionally, we specialize in online procurement. Galls' marketing strategy is to provide an online system, along with a large inventory position capable of meeting the needs of any size customer. This makes the customer experience more efficient and creates a long-term partnership between Galls and the agency. Galls currently operates more than 15,000 eEquip websites nationally ranging from a small single user department to a large multinational security firm with 1 0,000 users at multiple locations. In 99% of customers, the functionality is already built, which means the process is simply "plug and play".

In categories such as body armor and uniforms it is important to have some form of a presence in the market. Equip is a continuous branch of our service level that is available 24/7 nationwide. eEquip provides additional value to member agencies by allowing them to track all of their body armor issued to employees at no additional charge. Therefore, for evaluation purposes we believe this is an important tool for agencies that will help streamline sales in regards to agencies who participate in the CCPA. In regards to our sales force; we have 200 associate who are all trained to sell body armor as well as the eEquip platform.

- 3. Describe your monitoring process and how you will report all spend by City/Participating Public Agencies to the City for auditing purposes?** Galls has the capability to generate a source code that is linked automatically, or manually for any orders placed related to CCPA. A report can be run upon request or an agreed upon schedule with the City of Charlotte. The report can include but not limited to the part number ordered, agency that placed the order, the date the order was placed, shipped, and invoiced, as well as the dollar amount. These reports are automatically generated through Excel and are easy to handle the data as seen fit by the City of Charlotte.

**The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:**

- 1. Will your company allow the City to utilize their organization's logo on the CCPA website?** Yes, we will allow the city to utilize our logo on the CCP A website.
- 2. Will your company be willing to advertise the CCPA logo and website on your organization's website?** Yes, we are willing to advertise the CCP A logo and website on our website.
- 3. How do you plan to market the Contract(s) to other Participating Public Agencies?** Galls understands the need to promote the use of this contract. We currently service several other cooperative agreements across the country which include Buyboard, Sourcewell and GSA. Along with these contracts, we manage hundreds of smaller sized interstate and intrastate agreements across the nation and have fully developed our system to account for the needs of these co-op and piggyback contracts. This includes reporting and tracking capabilities with the use of our sourcecode which would flag all applicable sales. We also understand that having a cooperative agreement never guarantees any sales and we need to put in the work to build relationships with participating agencies to grow our business.

Galls will advertise the CCPA through signage in branches, targeted emails to customers, and do a proactive call campaign to our customers in the market to help educate them about CCPA.

**Provide the name, email address, and telephone number for the employee responsible for the roles listed below:**

- 1. Quotes/Orders:** Lina Ward; [ward-lina@galls.com](mailto:ward-lina@galls.com); 859-800-1298
- 2. Reporting:** Lina Ward; [ward-lina@galls.com](mailto:ward-lina@galls.com); 859-800-1298
- 3. Marketing:** Marcus Misenheimer; [misenheimer-marcus@galls.com](mailto:misenheimer-marcus@galls.com); 704-608-9600

## FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the CMPD Body Armor (the "Contract") between the City of Charlotte and Galls LLC ("GALLS"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

1. **Debarment and Suspension.** GALLS represents and warrants that, as of the Effective Date of the Contract, neither GALLS nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term GALLS or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, GALLS shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
2. **Record Retention.** GALLS certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. GALLS further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** GALLS represents and warrants that in its performance under the Contract, GALLS shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** GALLS agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** GALLS certifies that GALLS will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** GALLS certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of GALLS, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
  - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, GALLS shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
  - 6.3. GALLS shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - 6.4. GALLS's completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, GALLS must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, GALLS is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** GALLS shall not use the Department of Homeland Security (“DHS”) seal(s), logos,

crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Federal Government Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, GALLS, or any other party pertaining to any matter resulting from the Contract.
11. **Domestic (U.S.) Procurement Preference.** GALLS should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively "Principals"):

- 1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
- 2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

**I hereby certify as stated above:**

David Scheve

\_\_\_\_\_  
(Print Name)



\_\_\_\_\_  
Signature

Chief Financial Officer

\_\_\_\_\_  
Title

11/23/2021

\_\_\_\_\_  
Date

**I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BYRD ANTI-LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Galls LLC** (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

David Scheve

(Print Name)



Authorized Signature

11/23/2021

Date

Galls LLC

Company Name

1340 Russell Cave Rd.

Address

Lexington, KY 40505

City/State/Zip



## CONFIDENTIALITY TERMS

This Attachment is incorporated into the Contract for Services ("**Contract**") between the City of Charlotte ("**City**") and Galls LLC ("**GALLS**"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. "**CONFIDENTIAL INFORMATION**" means any information, in any medium, whether written, oral or electronic, obtained or accessed in connection with the Contract that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:

- Trade secrets of the City and its suppliers, contractors and licensors, including software and technical materials.
- *Information marked "Confidential" or "Proprietary"*
- *Computer security information of the City, including passwords, codes, configurations, security standards and protocols, and other network, device and system security features*
- *Building plans of City-owned buildings and structures*
- *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).*
- *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168 (which includes all information gathered by the City about employees, except information which is a matter of public record under North Carolina law)*
- *Personal identifying information of individuals, such as social security numbers, bank account numbers, credit and debit card numbers, birth dates, PIN numbers and passwords*
- *Billing information of customers maintained in connection with the City providing utility services*
- *Attorney / client privileged information disclosed by either party*
- *Names and address of individuals who have received a rehabilitation grant to repair their homes.*
- *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City*

The Confidential Information listed in italics above is "Highly Restricted Information," which subject to additional restrictions as set forth herein. Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

2. **RESTRICTIONS.**

- 2.1. **GALLS** shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 2.2. GALLS shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or GALLS having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and GALLS, and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the forgoing, GALLS shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent
- 2.3. GALLS shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized in writing by the City, or is for the purpose for which such Confidential Information is being disclosed.
- 2.4. GALLS shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 2.5. GALLS shall use reasonable efforts to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 2.6. If any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, GALLS shall immediately notify the City, and will reasonably assist the City's effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.
- 2.7. GALLS will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill GALLS's contractual obligations to the City, or (b) resolve a dispute with the City. GALLS will have each employee who will have access to the Confidential Information sign a confidentiality agreement including protections substantially identical to those set forth herein.
- 2.8. GALLS shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.
- 2.9. GALLS shall ensure that each person who obtains access to Confidential Information through GALLS (including but not limited to GALLS 's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Contract and the City's Restricted Data Policy.

2.10. All materials containing Confidential Information shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

3. **EXCEPTIONS.** GALLS shall have no obligation with respect to Confidential Information that GALLS can establish:

- Was already known to GALLS prior to being disclosed by the City;
- Was or becomes publicly known through no wrongful act of GALLS ;
- Was rightfully obtained by GALLS from a third party without similar restriction and without breach hereof;

- Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, GALLS shall first give to the City notice of such requirement or request;
- Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that GALLS shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

## ATTACHMENT 1 – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Attachment is incorporated into the CMPD Body Armor (“**Contract**”) between the City of Charlotte (“**City**”) and Galls LLC (“**GALLS**”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract. This Charlotte Cooperative Purchasing Alliance (CCPA) Master Intergovernmental Cooperative Purchasing Agreement will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA Contracts, under the same terms, conditions and prices as stated in each contract competitively solicited and awarded by the City of Charlotte, North Carolina (“Contracting Agent”) on behalf of itself and all other public agencies. It is hereby agreed to by CCPA and the Participating Public Agency (Participants) that:

1. CCPA has followed procurement procedures for products and/or services offered by this Agreement in accordance with CCPAs governing procurement statutes and regulations.
2. The cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
3. It is the sole responsibility of each Participating Public Agency to follow their state procurement statutes as it pertains to cooperative purchasing, and the rules and regulations that govern each Participant’s procurement practices.
4. CCPA cooperative purchasing contracts are available to Participating Public Agencies “as is,” and CCPA is under no obligation to revise the terms, conditions, scope, price, and/or other conditions of the contract for the benefit of the Participants.
5. It is the sole responsibility of the Participating Public Agency to accept delivery of products and/or services, and the Participants hereby agree to make timely payments to each Company for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and the Company.
6. The City of Charlotte shall not be held liable for any costs, damages, expenses, fees, or liabilities incurred by any other Participating Public Agency as a result of any contract or other arrangement entered between that Participant and the Company.
7. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. This Agreement incorporates all Contracts, covenants and understandings between CCPA and the Participating Public Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.
9. This agreement is non-exclusive and shall not in any way preclude Participating Public Agencies from entering into similar agreements and/or arrangements with other Cooperative Purchasing Programs, or from acquiring similar goods and services from other sources.
10. This agreement shall take effect after the Participating Public Agency submits the competed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.



## DESCRIPTIONS (Continued from Page 1)

General Liability Policy include a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above. 30 days notice of cancellation (except for non-payment) applies on behalf of the certificate holder.

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.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



## PREFERRED GENERAL LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMON POLICY CONDITIONS

### A. NOTICE OF CANCELLATION OR NON-RENEWAL

Paragraph **A. 2. b** within the **COMMON POLICY CONDITIONS** is replaced by:

- b. 90 days before the effective date of cancellation if we cancel for any other reason.

### B. REASONABLE FORCE

Paragraph **2. a.** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

#### a. Expected or Intended Injury

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

### C. CONTRACTUAL LIABILITY

Paragraph **2. b. Contractual Liability** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have had in the absence of the contract or agreement; or

- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

### D. NON OWNED WATERCRAFT

Paragraph **2. g. (2)** in the **Aircraft, Auto Or Watercraft** exclusion under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

#### g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:
  - (a) less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge.

### E. ELECTRONIC DATA LIABILITY

1. Paragraph **2. p. Electronic Data** under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

#### p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V — DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For purposes of the coverage provided for Electronic Data, Paragraph 17. in **SECTION V — DEFINITIONS** is replaced by:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

#### F. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph after the listed exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

Exclusions **c.** through **n.** do not apply to "property damage" by fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

2. Paragraph **6.** of **SECTION III — LIMITS OF INSURANCE** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay in any one event under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** for damages because of "property damage" from fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner.

#### G. MEDICAL PAYMENTS

1. Paragraph **1.a.** under **COVERAGE C. MEDICAL PAYMENTS** of **SECTION I — COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

##### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations:

Provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonable require.

#### H. SUPPLEMENTARY PAYMENTS

**SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** of **SECTION I COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All costs taxed against the "insured" in any "suit".
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;

- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**I. FELLOW EMPLOYEE COVERAGE — SUPERVISOR OR HIGHER**

Paragraph 2.a.(1) of **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** does not apply to the following:

Your supervisory or management "employees" for "bodily injury" only.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**J. BROAD FORM NAMED INSURED**

The following is added to **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

Throughout this policy the words "you" and "your" refer to any corporation or other business organization, other than a joint venture, in which the first Named Insured has or acquires during the policy period an ownership interest of more than 50% and is subject to the management control of the first Named Insured or its subsidiaries, and which is domiciled within the United States of America or its territories or possessions.

**K. NEWLY ACQUIRED ORGANIZATIONS**

Paragraph 3.a. of **SECTION II — WHO IS AN INSURED** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**L. AMENDMENT OF AGGREGATE LIMIT OF INSURANCE**

The General Aggregate Limit Of Insurance referenced in Paragraph 2. of **SECTION III — LIMITS OF INSURANCE** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to:

- 1. Each of your "locations" owned by or rented to you; and
- 2. Each of your projects away from premises owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**M. KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

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

**N. OTHER INSURANCE**

Paragraph 4. b. (1)(a) in the **Other Insurance** condition of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

**4. Other Insurance**

**b. Excess Insurance**

(1) This insurance is excess over:

(a) any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builders Risk; Installation Risk or similar coverage for "your work";

(ii) That is insurance covering Fire; smoke from a "hostile fire"; explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems for premises while rented to you or temporarily occupied by you with permission of the owner; or

(iii) That is insurance to cover your liability as a tenant for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Paragraph 2. g. Aircraft, Auto Or Watercraft under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

#### **O. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph 6. Representations of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

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

#### **P. WAIVER OF SUBROGATION**

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "bodily injury" or "property damage" under a contract with that person or organization.

#### **Q. LIMITED WORLDWIDE LIABILITY COVERAGE**

The following is added to **SECTION IV — CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

##### **Expanded Coverage Territory**

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

**CERTIFICATE OF LIABILITY INSURANCE**

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).


<b>PRODUCER</b> USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>513 852-6300</b> FAX (A/C, No): <b>513 852-6428</b> E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE      NAIC #	
<b>INSURED</b> CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505	INSURER A : QBE Insurance Corporation <b>39217</b>	
	INSURER B : General Casualty Company of Wisconsin <b>24414</b>	
	INSURER C : Praetorian Insurance Company <b>37257</b>	
	INSURER D : The Cincinnati Insurance Company <b>10677</b>	
	INSURER E : Regent Insurance Company <b>24449</b>	
	INSURER F :	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>CGA1365959</b>	<b>03/01/2021</b>	<b>03/01/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>CBA1365959</b>	<b>03/01/2021</b>	<b>03/01/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>CCU1365959</b>	<b>03/01/2021</b>	<b>03/01/2022</b>	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>CWC1365959</b>	<b>03/01/2021</b>	<b>03/01/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Excess Liability</b>			<b>EXS0570374</b>	<b>03/01/2021</b>	<b>03/01/2022</b>	<b>\$15,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Contract #2022000361.**  
 The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Charlotte, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> City of Charlotte 600 East Fourth Street Charlotte, NC 28202	<b>CANCELLATION</b> 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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For purposes of this coverage only, the following is added to Paragraph 4.b.(1) (a) under **Other Insurance** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

For purposes of this coverage only, Paragraph 4. of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

#### **R. BODILY INJURY REDEFINITION**

Paragraph 3. of **SECTION V. — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

#### **S. INSURED CONTRACT — LEASE OF PREMISES**

Paragraph 9.a. of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

9. "Insured contract" means:

- a. a contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire; smoke from a "hostile fire", explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

#### **T. LIBERALIZATION**

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

For purposes of this coverage only, the following is added to Paragraph 4.b.(1) (a) under **Other Insurance** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

For purposes of this coverage only, Paragraph 4. of **SECTION V — DEFINITIONS** within the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by:

4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

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3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, injury or illness or emotional distress and/or death resulting from any of these at any time.

#### **S. INSURED CONTRACT — LEASE OF PREMISES**

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9. "Insured contract" means:

- a. a contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire; smoke from a "hostile fire", explosion; lightning; smoke resulting from such explosion or lightning; collision by "mobile equipment" or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

#### **T. LIBERALIZATION**

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.