



Bid Number 50-00145608

**Two (2) Year Contract for a Supply of Rubber Steel Toe Boots for the
Jefferson Parish Department of Public Works - Engineering**

BID DUE: August 15, 2024 AT 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist: Ruby Tran
Email: ruby.tran@jeffparish.gov
Phone: 504-364-2687**

BID# 50-00145608 - SPECIFICATIONS

TWO (2) YEAR CONTRACT FOR SUPPLY OF RUBBER STEEL TOE BOOTS FOR JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS - ENGINEERING

SPECIFICATIONS:

These specifications are for the supply of Storm Hip Boots (31 inch) and Knee Boots (16 inch) in various sizes.

All boots must have the following:

- Steel Toes
- Fiberglass or Steel Shank
- Steel Midsoles or approved equal
- Black Rubber Upper/Nylon Lining
- Rubber Outsole

All boots must conform to the following ASTM and ANSI specifications (or latest revision):

Knee Boots:

ASTM F 2413-05

MI/75 C/75

EH PR

ANSI Z41 PT 99

MI/75 C/75

EH PR

Storm Hip Boots:

ASTM F 2413-11

MI/75 C/75

EH PR

DATE: 7/22/2024
BID NO.: 50-00145608

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

PURCHASING SPECIALIST:
RUBY.TRAN@jeffparish.gov

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 8/15/2024 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2620(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS
THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the Purchasing Specialist's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge any Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.gov>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 136353 or 141125 as amended. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

10, 12, 13, 15

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies) When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications per the appendix instructions will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment."). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES X NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED 8 %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF First Year.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

30 days ARO

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: GALLS, LLC

ADDRESS: 1340 Russell Cave Rd

CITY, STATE: Lexington KY

ZIP: 40505

TELEPHONE: (844) 464-2557

FAX: (877) 914-2557

EMAIL ADDRESS: bidreview@galls.com

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 183,908.10

AUTHORIZED

SIGNATURE: 

Mike Fadden

Printed Name

TITLE: Chief Executive Office

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the **BID NUMBER** and **BID OPENING DATE** indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00145608

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO (2) YEAR CONTRACT FOR A SUPPLY OF RUBBER STEEL TOE BOOTS FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS		
1	1,450.00	PR	0001 - 16 INCH SAFETY KNEE BOOTS IN MEN SIZES 5 TO 13, LACROSSE No. 0101110 **2144	\$ 102.60	\$ 148,770.00
2	200.00	PR	0002 - 31 INCH SAFETY HIP BOOTS IN MEN SIZES 5 TO 13, LACROSSE No. 00109050 **T112	\$ 130.47	\$ 26,094.00
3	50.00	PR	0003 - 16 INCH SAFETY KNEE BOOTS IN MEN SIZES 14 TO 16, LACROSSE No. 0101110 **2144	\$ 102.60	\$ 5,130.00
4	30.00	PR	0004 - 31 INCH SAFETY HIP BOOTS IN MEN SIZES 14 TO 16, LACROSSE, No. 00109050 **T112	\$ 130.47	\$ 3,914.10

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 136353 or No. 141125, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or her designee, with the concurrence of the Director of Risk Management or her designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. **Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date.** Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. **Failure to comply will cause the bid to be rejected.** The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☒ WORKER'S COMPENSATION INSURANCE

As required by Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act.

With a Waiver of Subrogation in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the

bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Limits of not less than the following: \$1,000,000.00 Combined Single Limit Per Occurrence; 2 million General Aggregate for bodily injury and property damage.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

☒ **BUSINESS AUTOMOBILE LIABILITY**

Limits of not less than the following: Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. Liability coverage to be provided for Any Auto or for ALL Owned Autos and Hired and Non-owned Autos.

With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE - An umbrella policy or excess may be used to meet minimum requirements. Certificate of Insurance must state which coverage the Umbrella sits over.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

☐

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

Non-Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Non-Public Works Bid

AFFIDAVIT

STATE OF Kentucky

PARISH/COUNTY OF Fayette

BEFORE ME, the undersigned authority, personally came and appeared: Mike Fadden
_____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized CEO of GALLS, LLC (Entity),
the party who submitted a bid in response to Bid Number 50-00145608, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Mike Fadden

Signature of Affiant

Mike Fadden

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 22nd DAY OF August, 2024.

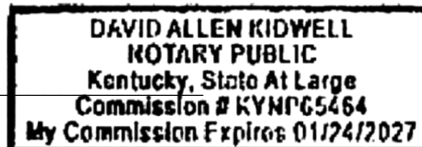
David Allen Kidwell

Notary Public

David Kidwell

Printed Name of Notary

Notary/Bar Roll Number



My commission expires _____.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/04/2024

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

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

PRODUCER USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300		CONTACT NAME: Trip Yersky PHONE (A/C, No, Ext): E-MAIL ADDRESS: trip.yersky@usi.com FAX (A/C, No):	
INSURED CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505		INSURER(S) AFFORDING COVERAGE INSURER A : QBE Insurance Corporation INSURER B : General Casualty Company of Wisconsin INSURER C : Praetorian Insurance Company INSURER D : Cincinnati Insurance Company INSURER E : North Pointe Insurance Co INSURER F :	
		NAIC #	
		39217	
		24414	
		37257	
		10677	
		27740	

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

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

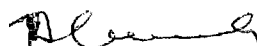
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			171000318	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			161000042	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10000			191000210	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			152000028	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			EXS0570374	03/01/2024	03/01/2025	\$15,000,000

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

CERTIFICATE HOLDER**CANCELLATION****Evidence of Coverage**

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





Galls, LLC

1340 Russell Cave Road
Lexington, KY 40505

October 17, 2022

**Attention: Accounts Payable Department
RE: Change in Remittance Instructions**

Dear Valued Customer:

To simplify our business processes, we are consolidating our banking facilities effective November 1st, 2022. Please send all payments and remittances to the following location:

For Electronic Payments:

Bank of America
ACH Routing Number: 125000024
Wire Routing Number: 026009593
SWIFT Code: BOFAUS3N
Account Number: 138110443128
Remittance to Cash@Galls.com

Regular Mail:

Galls LLC
P.O. Box 505614
St. Louis, MO 63150-5614

For Overnight Delivery:

Galls LLC
c/o: Bank of America Lockbox Services
Lockbox 505614
800 Market Street. 4th Floor
St. Louis, MO 63101

Please make the necessary changes to your records so that payments issued after November 1st, 2022, are sent to the new remittance location. For questions, please contact the Galls' AR Department at the following number or email address; 866-286-1360 or AR@Galls.com.

Thanks in advance for your cooperation.

A handwritten signature in black ink, appearing to read 'Dustin McDulin'.

Dustin McDulin
Chief Financial Officer
Galls, LLC

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Galls Parent Holdings, LLC	
	2 Business name/disregarded entity name, if different from above Galls, LLC (FEIN 20-3545989)	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 1340 RUSSELL CAVE ROAD	Requester's name and address (optional)
	6 City, state, and ZIP code LEXINGTON, KY 40505	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ►	1/2/2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

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

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

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

A handwritten signature in blue ink, appearing to read 'Dustin McDulin', written over a horizontal line.

Dustin McDulin

Chief Financial Officer

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

July 14, 2020

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

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

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

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

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

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

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

Michael Wessner Separation Agreement and Redemption Agreement

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

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

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

WHEREAS, the Separation constitutes a Repurchase Event; and

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

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

Appointment of Michael Fadden as Chief Executive Officer and Treasurer

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

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

Michael Fadden Employment Agreement, Indemnification Agreement and RCA

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

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

Restricted Unit Grant Agreements

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

Class A-3 Unit Purchase Agreements

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

Note Purchase and Equity Contribution Agreement

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

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

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

General Resolutions

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

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

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

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

Remainder of Page Left Intentionally Blank

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

CB GENERAL BOARD

Andrew Janower

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

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

CB GENERAL BOARD

Andrew S. Janower

Sam Bartlett

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

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

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Alex Weiss

Paul Tarvin

Adam Blumenfeld


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

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss



Paul Tarvin

Adam Blumenfeld

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

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

Adam Blumenfeld

GALLS PARENT BOARD

Andrew Janower

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Sam Bartlett

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Alex Weiss

Paul Tarvin


Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss



Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

Adam Blumenfeld

GALLS INTERMEDIATE SOLE MEMBER

GALLS PARENT HOLDINGS, LLC,
a Delaware limited liability company

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

GALLS SOLE MEMBER

GALLS INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

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

MORGAN BOARD

Andrew Janower
Andrew S. Janower

Sam Bartlett
Samuel P. Bartlett

Alex Weiss
Alex Weiss

Paul Tarvin
Paul Tarvin

Thomas Waller
Thomas Waller

GALLS INTERMEDIATE SOLE MEMBER

GALLS PARENT HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: Samuel P. Bartlett

Title: Vice President

GALLS SOLE MEMBER

GALLS INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: Samuel P. Bartlett

Title: Vice President

MORGAN BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin



Thomas Waller

BEST UNIFORMS SOLE MEMBER

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

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

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

David Scheve

By: _____

Name: David Scheve

Title: Chief Financial Officer