



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 739509

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0619

Vendor ID:

SO Doc ID: FIC2000000010

Legal Name: GALLS LLC

Published Date: 6/29/20

Alias/DBA:

Close Date: 7/7/20

Total Bid: \$0.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Jotto Desk 9 Inch Police Equipment Console Short Stack or Eq	0.00000	EA	\$143.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk 9 Inch Police Equipment Console Short Stack or Eq

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Jotto Desk Ford F 150 SSV/PR, F250-550 (2018+) contour Conso	0.00000	EA	\$633.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk Ford F 150 SSV/PR, F250-550 (2018+) contour Conso

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Jotto Desk AR/ZRT Console Equal	0.00000	EA	\$65.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk AR/ZRT Console Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Jotto Desk 28" Floor Plate Kit with Brackets or Equal	0.00000	EA	\$154.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk 28" Floor Plate Kit with Brackets or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Console Cup Holder	0.00000	EA	\$46.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Console Cup Holder

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Jotto Desk Armrest or Equal	0.00000	EA	\$49.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk Armrest or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Jotto Desk Blank Faceplates 1" up to 4" or Equal	0.00000	EA	\$11.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk Blank Faceplates 1" up to 4" or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Jotto Desk Motorola APX 1500/APX4500/6500 Dash Mount	0.00000	EA	\$34.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk Motorola APX 1500/APX4500/6500 Dash Mount Facepla

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Jotto Desk Faceplate Brackets 2" up to 4" or Equal	0.00000	EA	\$11.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk Faceplate Brackets 2" up to 4" or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Jotto Desk Mic Clip Faceplate Mount or Equal	0.00000	EA	\$16.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk Mic Clip Faceplate Mount or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Jotto Desk USB X2, 12 V power Outlets in a 2" Faceplate or E	0.00000	EA	\$75.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk USB X2, 12 V power Outlets in a 2" Faceplate or E

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Jotto Desk Storage Box w/adjustable Armrest & Lock Floor Pla	0.00000	EA	\$125.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk Storage Box w/adjustable Armrest & Lock Floor Pla

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Jotto Desk Gun Rack, Dual Weapon, Rear Floor Mounted, Vertic	0.00000	EA	\$505.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Jotto Desk Gun Rack, Dual Weapon, Rear Floor Mounted, Vertic

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Gun Rack for Police Vehicles by Setina - SINGLE	0.00000	EA	\$255.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Gun Rack for Police Vehicles by Setina, Free Standing System - SINGLE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Gun Rack for Police Vehicles by Setina - DUAL	0.00000	EA	\$325.000000	\$0.00

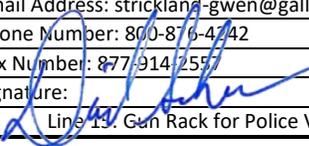
Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description : Gun Rack for Police Vehicles by Setina, Free Standing System - DUAL

EXHIBIT A - Vehicle Equipment Consoles, Mounting Brackets, Accessories & Gun Racks

Item #	Description of Service	Alternate Part # and Description of Or Equal Products	Flat Rate Amount	Estimated # Needed	Extended Amount
1	Jotto Desk 9 Inch Police Equipment Console Short Stack or Equal		\$143.00	5	\$715.00
2	Jotto Desk Ford F 150 SSV/PR, F250-550 (2018+) contour Console with Locking Lid Storage or Equal		\$633.00	5	\$3,165.00
3	Jotto Desk AR/ZRT Console or Equal		\$65.00	5	\$325.00
4	Jotto Desk 28" Floor Plate Kit with Brackets or Equal		\$154.00	5	\$770.00
5	Console Cup Holder or Equal		\$46.00	15	\$690.00
6	Jotto Desk Armrest or Equal		\$49.00	15	\$735.00
7	Jotto Desk Blank Faceplates 1" up to 4" or Equal		\$11.00	15	\$165.00
8	Jotto Desk Motorola APX 1500/APX4500/6500 Dash Mount Faceplate or Equal		\$34.00	10	\$340.00
9	Jotto Desk Faceplate Brackets 2" up to 4" or Equal		\$11.00	5	\$55.00
10	Jotto Desk Mic Clip Faceplate Mount or Equal		\$16.00	15	\$240.00
11	Jotto Desk USB X2, 12 V power Outlets in a 2" Faceplate or Equal		\$75.00	25	\$1,875.00
12	Jotto Desk Storage Box w/adjustable Armrest & Lock Floor Plate Mount or Equal		\$125.00	25	\$3,125.00
13	Jotto Desk Gun Rack, Dual Weapon, Rear Floor Mounted, Vertical (GR6-ZRT-F150-15+AR BLM/870) or Equal		\$505.00	15	\$7,575.00
14	Gun Rack for Police Vehicles by Setina, Free Standing System or Equal		\$255.00	10	\$2,550.00
				Grand Total	\$22,325.00

Please note: Estimated Quantity is for bidding purposes Only!! This is not a guarantee sale!

Vendor Name: Galls, LLC
Vendor Address: 1340 Russell Cave Road, Lexington, KY 40505
Email Address: strickland-gwen@galls.com
Phone Number: 800-876-4742
Fax Number: 877-914-2557
Signature: 
Line 19: Gun Rack for Police Vehicles by Sentina - DUAL \$325 unit price, \$1625 total price



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 05 – Auto Supply

Proc Folder: 739509

Doc Description: ADDENDUM NO.1 Vehicle Consoles, Brackets, Gun Rack & Acces.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-29	2020-07-07 13:30:00	CRFQ 0619 FIC2000000010	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Galls, LLC
 1340 Russell Cave Road
 Lexington, KY 40505

FOR INFORMATION CONTACT THE BUYER

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature X

FEIN # 20-3545989

DATE 07/06/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM:

ADDENDUM NO.1 - Issued to publish and distribute the attached information to the vendor community.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Jotto Desk 9 Inch Police Equipment Console Short Stack or Eq	0.00000	EA	\$143.00	\$715.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk 9 Inch Police Equipment Console Short Stack or Eq

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Jotto Desk Ford F 150 SSV/PR, F250-550 (2018+) contour Conso	0.00000	EA	\$633.00	\$3165.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Ford F 150 SSV/PR, F250-550 (2018+) contour Conso

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Jotto Desk AR/ZRT Console Equal	0.00000	EA	\$655.00	\$3275.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk AR/ZRT Console Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Jotto Desk 28" Floor Plate Kit with Brackets or Equal	0.00000	EA	\$154.00	\$770.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk 28" Floor Plate Kit with Brackets or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Console Cup Holder	0.00000	EA	\$46.00	\$690.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Console Cup Holder

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Jotto Desk Armrest or Equal	0.00000	EA	\$49.00	\$735.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk Armrest or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Jotto Desk Blank Faceplates 1" up to 4" or Equal	0.00000	EA	\$11.00	\$165.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk Blank Faceplates 1" up to 4" or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Jotto Desk Motorola APX 1500/APX4500/6500 Dash Mount	0.00000	EA	\$34.00	\$340.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Motorola APX 1500/APX4500/6500 Dash Mount Facepla

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Jotto Desk Faceplate Brackets 2" up to 4" or Equal	0.00000	EA	\$11.00	\$55.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Faceplate Brackets 2" up to 4" or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Jotto Desk Mic Clip Faceplate Mount or Equal	0.00000	EA	\$16.00	\$240.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Mic Clip Faceplate Mount or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Jotto Desk USB X2, 12 V power Outlets in a 2" Faceplate or E	0.00000	EA	\$75.00	\$1875.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk USB X2, 12 V power Outlets in a 2" Faceplate or E

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Jotto Desk Storage Box w/adjustable Armrest & Lock Floor Pla	0.00000	EA	\$125.00	\$3125.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk Storage Box w/adjustable Armrest & Lock Floor Pla

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Jotto Desk Gun Rack, Dual Weapon, Rear Floor Mounted, Vertic	0.00000	EA	\$505.00	\$7575.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Gun Rack, Dual Weapon, Rear Floor Mounted, Vertic

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Gun Rack for Police Vehicles by Setina - SINGLE	0.00000	EA	\$255.00	\$2550.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Gun Rack for Police Vehicles by Setina, Free Standing System - SINGLE

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Gun Rack for Police Vehicles by Setina - DUAL	0.00000	EA	\$325.00	\$1625.00

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Gun Rack for Police Vehicles by Setina, Free Standing System - DUAL

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2020-06-29

FIC2000000010	Document Phase Draft	Document Description ADDENDUM NO.1 Vehicle Consoles, Brackets, Gun Rack & Acces.	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ FIC2000000010

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ FIC2000000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other-

Additional Documentation:

1. Vendor questions and responses
2. Modify Specification 3.1.14
3. Modify Exhibit "A" pricing page
4. Bid Opening remains July 7,2020 at 1:30 pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Addendum 1

CRFQ FIC2000000010

Technical Questions and Answers

Q1: Will this be an all or nothing award, or will this be awarded to different vendors based on pricing for each section?

A1: Per 4.1 and 4.2 of the specifications the Agency is seeking a vendor who can bid on all items and failure to do so may result in the vendor's bid being disqualified.

Q2: For section 3.1.14, Dual or Single Gunlock, this needs to be either specified as one or the other or separated as two separate line requests. As the cost for a dual gunlock is almost double the cost of a single gunlock, you would be over paying by a substantial amount if you only ordered a single gunlock using pricing from this line.

A2: The Agency would like prices for both single and dual gunlocks.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ FIC2000000010

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Galls, LLC

Company



Authorized Signature

07/06/2020

Date

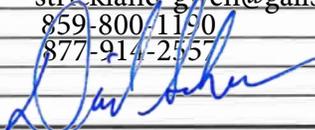
NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

EXHIBIT A - Vehicle Equipment Consoles, Mounting Brackets, Accessories & Gun Racks

Item	Description of Service	Alternate Part # and Description of Or Equal Products	Flat Rate Amount	Estimated # Needed	Extended Amount
1	Jotto Desk 9 Inch Police Equipment Console Short Stack or Equal		\$143.00	5	\$715.00
2	Jotto Desk Ford F 150 SSV/PR, F250-550 (2018+) contour Console with Locking Lid Storage or Equal		\$633.00	5	\$3,165.00
3	Jotto Desk AR/ZRT Console or Equal		\$65.00	5	\$325.00
4	Jotto Desk 28" Floor Plate Kit with Brackets or Equal		\$154.00	5	\$770.00
5	Console Cup Holder or Equal		\$46.00	15	\$690.00
6	Jotto Desk Armrest or Equal		\$49.00	15	\$735.00
7	Jotto Desk Blank Faceplates 1" up to 4" or Equal		\$11.00	15	\$165.00
8	Jotto Desk Motorola APX 1500/APX4500/6500 Dash Mount Faceplate or Equal		\$34.00	10	\$340.00
9	Jotto Desk Faceplate Brackets 2" up to 4" or Equal		\$11.00	5	\$55.00
10	Jotto Desk Mic Clip Faceplate Mount or Equal		\$16.00	15	\$240.00
11	Jotto Desk USB X2, 12 V power Outlets in a 2" Faceplate or Equal		\$75.00	25	\$1,875.00

12	Jotto Desk Storage Box w/adjustable Armrest & Lock Floor Plate Mount or Equal		\$125.00	25	\$3,125.00
13	Jotto Desk Gun Rack, Dual Weapon, Rear Floor Mounted, Vertical (GR6-ZRT-F150-15+AR BLM/870) or Equal		\$505.00	15	\$7,575.00
14	Gun Rack for Police Vehicles by Setina, Free Standing System or Equal - SINGLE		\$255.00	10	\$2,550.00
15	Gun Rack for Police Vehicles by Setina, Free Standing System or Equal - DUAL		\$325.00	10	\$3,250.00
				Grand Total	\$25,575

Please note: Estimated Quantity is for bidding purposes Only!! This is not a guarantee sale!

Vendor Name:	Galls, LLC
Vendor Address:	1340 Russell Cave Road Lexington, KY 40505
Email Address:	strickland-gyen@galls.com
Phone Number:	859-800-1190
Fax Number:	877-914-2557
Signature:	

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Fire Marshal to establish an Agency Open-end contract for vehicle equipment consoles, mounting brackets and accessories, and gun racks, dual or single.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Vehicle Equipment Console**
 - 3.1.1.1 Vehicle equipment console shall be the Jotto Desk 9-inch Police Equipment Console Short Stack or Equal

 - 3.1.1.2 Vehicle equipment console must be a short stack standard console with 9” area for mounting radio, communications, siren and light control equipment.

 - 3.1.1.3 Vehicle equipment console must have a floor plate kit with bracket.

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3.1.4 Vehicle Equipment Console Floor Mount shall be the Jotto Desk 28" Floor Plate Kit with bracket or Equal.

3.1.4.1 Vehicle equipment console floor mount must be compatible with Ford F-150 and F-250 trucks, model 2018 and up.

3.1.4.2 Vehicle equipment console floor mount must be made of aluminum or metal construction.

3.1.5 Vehicle Equipment Console Cup Holder shall be the ABS Dual Cup Holder Faceplate Mount 4" or Equal.

3.1.5.1 Vehicle equipment console cup holder must be compatible with the agency's vehicle console and mount to the faceplate rails of the equipment console being used.

3.1.5.2 Vehicle equipment console cup holder must be made of aluminum or metal construction.

3.1.6 Vehicle Equipment Console Accessory Armrest shall be the Jotto Desk Armrest – Upper Structure (7.75" x 8"x8") or Equal.

3.1.6.1 Vehicle equipment console accessory armrest must be compatible with the agency's vehicle console and be able to be mounted to the console being used.

3.1.6.2 Vehicle equipment console accessory armrest must have the mounting bracket made of aluminum or metal construction.

3.1.7 Vehicle Equipment Console Accessory Blank Faceplate shall be the Jotto Desk Blank Faceplates 1" up to 4" or Equal.

3.1.7.1 Vehicle equipment console accessory blank faceplates must be compatible with the agency's vehicle console and mount to the faceplate rails of the equipment console being used.

3.1.7.2 Vehicle equipment console accessory blank face plates must be made of aluminum or metal construction.

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- 3.1.8 Vehicle Equipment Console Accessory Faceplate shall be the Jotto Desk Motorola APX1500/APX4500/6500 (dash mount) 3" Faceplate or Equal.
- 3.1.8.1** Vehicle equipment console accessory faceplates must be compatible with the agency's vehicle console and mount to the faceplate rails of the equipment console being used.
- 3.1.8.2** Vehicle equipment console accessory faceplates must be compatible with Motorola APX1500, APX4500, or APX6500 radios.
- 3.1.8.3** Vehicle equipment console accessory faceplates must be made of aluminum or metal construction.
- 3.1.9 Vehicle Equipment Console Accessory Faceplate for Siren and Light Control Units shall be for the Jotto Desk Faceplate brackets 2" up to 4" or Equal.
- 3.1.9.1** Vehicle equipment console accessory faceplates must be compatible with the agency's vehicle console and mount to the faceplate rails of the equipment console being used.
- 3.1.9.2** Vehicle equipment console accessory faceplates must be made of aluminum or metal construction.
- 3.1.9.3** Vehicle equipment console accessory faceplates must be compatible with the agency's siren and light control units.
- 3.1.10 Vehicle Equipment Console Accessory Mic Clip shall be the Jotto Desk Mic Clip Faceplate Mount or Equal.
- 3.1.10.1** Vehicle equipment console accessory mic clip must be compatible with the agency's vehicle console and mount to the faceplate of the equipment console being used.

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- 3.1.10.2** Vehicle equipment console accessory faceplates must be made of aluminum or metal construction.
- 3.1.11 Vehicle Equipment Console Accessory USB and 12V Power Outlets shall be the Jotto Desk USB x2 & 12V Power Outlets x2 in a 2” Faceplate or Equal.
- 3.1.11.1** Vehicle equipment console accessory USB and 12V power outlets must be compatible with the agency’s vehicle console and mount to the faceplate rail of the equipment console being used.
- 3.1.11.2** Vehicle equipment console accessory faceplate for the USB and 12V power outlet must be made of aluminum or metal construction.
- 3.1.12 Vehicle Equipment Console Accessory Storage Box with an Armrest shall be the Jotto Desk Storage Box with Armrest & Lock Floor Plate Mount or Equal.
- 3.1.12.1** Vehicle equipment console accessory storage box and armrest must be compatible with the agency’s vehicle console and mount to the floor mount of the console.
- 3.1.12.2** Vehicle equipment console accessory storage box and armrest box and mounts must be made of aluminum or metal construction.
- 3.1.12.3** Vehicle equipment console accessory storage box and armrest must have a lockable storage box.
- 3.1.13 Dual Weapon Vehicle Mount for Ford F150 shall be the Jotto Desk Gun Rack – Dual Weapon, Rear Floor Mounted, Vertical (GR6-ZRT-F150-15+-AR BLM/870) or Equal.

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- 3.1.13.1 Dual weapon vehicle mount for Ford F150 must be a rear floor mount with the weapons in a vertical position.
- 3.1.13.2 Dual weapon vehicle mount for Ford F150 must have availability to adjust the height on the AR side to accommodate different stocks of the weapons.
- 3.1.13.3 Dual weapon vehicle mount for Ford F150 locking mechanism for AR is positioned on the gun's barrel.
- 3.1.13.4 Dual weapon vehicle mount for Ford F150 must have a handcuff key locking system and an automatic locking system that can be wired to a separate control.
- 3.1.14 Dual and Single Weapon Vehicle Mount shall be the Gun Rack for Police Vehicles by Setina – Free Standing Weapon System or Equal
 - 3.1.14.1 Dual and single weapon vehicle mount must be a floor mount system.
 - 3.1.14.2 Dual and single weapon vehicle mount must be a free-standing system, mounted without a partition.
 - 3.1.14.3 Dual and single weapon vehicle mount must be universal to most vehicle makes, models, and year.
 - 3.1.14.4 Dual and single weapon vehicle mounts must have availability to adjust the height on the AR side to accommodate different stocks of the weapons.
 - 3.1.14.5 Dual and single weapon vehicle mounts must be able to accommodate AR-15/M4 and/or Remington 870 Shotguns.
 - 3.1.14.6 Dual and single weapon vehicle mount must have a locking mechanism for AR is positioned on the gun's barrel.

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3.1.14.7 Dual and single weapon vehicle mount must have a handcuff key locking system and an automatic locking system that can be wired to a separate control.

3.1.14.8 Dual and Single Weapon vehicle Mounts shall fit Ford Explorers 2016, 2017, and 2018. Also, Ford F-250's 2019 and 2020 at the present time. The WV State Fire Marshal's Office shall reserve the right to add vehicles to this contract as the Fleet is purchased each year. Pricing for added vehicles shall be negotiated at time of contract renewal.

*Single will be an AR-15 style rifle, Double AR-15 style rifle, Remington 870 .12 gauge shall be the rifles to be mounted.

The WV State Fire Marshal's Office has Ford Explorers 2016, 2017, and 2018. Also, Ford F-250's 2019 and 2020 at the present time. These Vehicles are PI Utility. The WV State Fire Marshal's Office shall reserve the right to add vehicles to this contract as the Fleet is purchased each year. Pricing for added vehicles shall be negotiated at time of contract renewal.

Pricing Page Modification. The Division of Administrative Services may permit Vendor to update items in its Pricing page at each renewal date. Determination of whether or not to allow a Pricing update is at the sole discretion of the Division of Administrative Services. Any request by Vendor to update its Pricing must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Pricing page and the Discounted Unit Price of those items. (3) and all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State. The Division of Administrative Services may waive the detailed listing requirement if it finds that doing so is in the best interest of the State.

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

4.2.1 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Beverly.L.Ruppert@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 30 working days after

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orders are received. Vendor shall deliver emergency orders within 15 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

6.2.1 Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Gwen Strickland
Telephone Number: 859-800-1190
Fax Number: 877-914-2557
Email Address: strickland-gwen@galls.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature:  _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

TIFFANY BREWER
NOTARY PUBLIC
Kentucky, State At Large
I.D. # 016888
My Commission Expires 2/12/2023

NOTARY PUBLIC  _____

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

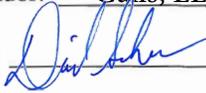
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the Vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s term and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from any assertion that such third-party software terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Vendor: Galls, LLC
 By: 
 Printed Name: David Scheve
 Title: CFO
 Date: 07/07/2020

This Addendum to Vendor’s Standard Forms, has been approved as to form on this 18th day of January 2019, by the West Virginia Attorney General’s office as indicated in the signature line below. Any modification of this document is void as an *ultra vires* act unless expressly approved in writing by the West Virginia Attorney General’s Office.

PATRICK MORRISEY, ATTORNEY GENERAL

BY: 
 DEPUTY ATTORNEY GENERAL

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on UPON AWARD and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$100,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia 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 West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

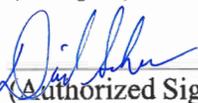
44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Gwen Strickland Contract Management Specialist
(Name, Title)
Gwen Strickland, Contract Management Specialist
1340 Russell Cave Road, Lexington, KY 40505
(Printed Name and Title)
800-876-4242 / 877-914-2557
(Address)
strickland-gwen@galls.com
(Phone Number) / (Fax Number)
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Galls, LLC
(Company)
 CFO
(Authorized Signature) (Representative Name, Title)

David Scheve, CFO
(Printed Name and Title of Authorized Representative)

07/07/2020
(Date)

800-876-4242 / 877-914-2557
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Fire Marshal to establish an Agency Open-end contract for vehicle equipment consoles, mounting brackets and accessories, and gun racks, dual or single.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

- 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Vehicle Equipment Console

3.1.1.1 Vehicle equipment console shall be the Jotto Desk 9-inch Police Equipment Console Short Stack or Equal

3.1.1.2 Vehicle equipment console must be a short stack standard console with 9” area for mounting radio, communications, siren and light control equipment.

3.1.1.3 Vehicle equipment console must have a floor plate kit with bracket.

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

- 3.1.4 Vehicle Equipment Console Floor Mount shall be the Jotto Desk 28” Floor Plate Kit with bracket or Equal.
- 3.1.4.1 Vehicle equipment console floor mount must be compatible with Ford F-150 and F-250 trucks, model 2018 and up.
- 3.1.4.2 Vehicle equipment console floor mount must be made of aluminum or metal construction.
- 3.1.5 Vehicle Equipment Console Cup Holder shall be the ABS Dual Cup Holder Faceplate Mount 4” or Equal.
- 3.1.5.1 Vehicle equipment console cup holder must be compatible with the agency’s vehicle console and mount to the faceplate rails of the equipment console being used.
- 3.1.5.2 Vehicle equipment console cup holder must be made of aluminum or metal construction.
- 3.1.6 Vehicle Equipment Console Accessory Armrest shall be the Jotto Desk Armrest – Upper Structure (7.75” x 8”x8”) or Equal.
- 3.1.6.1 Vehicle equipment console accessory armrest must be compatible with the agency’s vehicle console and be able to be mounted to the console being used.
- 3.1.6.2 Vehicle equipment console accessory armrest must have the mounting bracket made of aluminum or metal construction.
- 3.1.7 Vehicle Equipment Console Accessory Blank Faceplate shall be the Jotto Desk Blank Faceplates 1” up to 4” or Equal.
- 3.1.7.1 Vehicle equipment console accessory blank faceplates must be compatible with the agency’s vehicle console and mount to the faceplate rails of the equipment console being used.
- 3.1.7.2 Vehicle equipment console accessory blank face plates must be made of aluminum or metal construction.

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

- 3.1.8 Vehicle Equipment Console Accessory Faceplate shall be the Jotto Desk Motorola APX1500/APX4500/6500 (dash mount) 3” Faceplate or Equal.
- 3.1.8.1** Vehicle equipment console accessory faceplates must be compatible with the agency’s vehicle console and mount to the faceplate rails of the equipment console being used.
- 3.1.8.2** Vehicle equipment console accessory faceplates must be compatible with Motorola APX1500, APX4500, or APX6500 radios.
- 3.1.8.3** Vehicle equipment console accessory faceplates must be made of aluminum or metal construction.
- 3.1.9 Vehicle Equipment Console Accessory Faceplate for Siren and Light Control Units shall be for the Jotto Desk Faceplate brackets 2” up to 4” or Equal.
- 3.1.9.1** Vehicle equipment console accessory faceplates must be compatible with the agency’s vehicle console and mount to the faceplate rails of the equipment console being used.
- 3.1.9.2** Vehicle equipment console accessory faceplates must be made of aluminum or metal construction.
- 3.1.9.3** Vehicle equipment console accessory faceplates must be compatible with the agency’s siren and light control units.
- 3.1.10 Vehicle Equipment Console Accessory Mic Clip shall be the Jotto Desk Mic Clip Faceplate Mount or Equal.
- 3.1.10.1** Vehicle equipment console accessory mic clip must be compatible with the agency’s vehicle console and mount to the faceplate of the equipment console being used.

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

- 3.1.10.2** Vehicle equipment console accessory faceplates must be made of aluminum or metal construction.
- 3.1.11 Vehicle Equipment Console Accessory USB and 12V Power Outlets shall be the Jotto Desk USB x2 & 12V Power Outlets x2 in a 2” Faceplate or Equal.
- 3.1.11.1** Vehicle equipment console accessory USB and 12V power outlets must be compatible with the agency’s vehicle console and mount to the faceplate rail of the equipment console being used.
- 3.1.11.2** Vehicle equipment console accessory faceplate for the USB and 12V power outlet must be made of aluminum or metal construction.
- 3.1.12 Vehicle Equipment Console Accessory Storage Box with an Armrest shall be the Jotto Desk Storage Box with Armrest & Lock Floor Plate Mount or Equal.
- 3.1.12.1** Vehicle equipment console accessory storage box and armrest must be compatible with the agency’s vehicle console and mount to the floor mount of the console.
- 3.1.12.2** Vehicle equipment console accessory storage box and armrest box and mounts must be made of aluminum or metal construction.
- 3.1.12.3** Vehicle equipment console accessory storage box and armrest must have a lockable storage box.
- 3.1.13 Dual Weapon Vehicle Mount for Ford F150 shall be the Jotto Desk Gun Rack – Dual Weapon, Rear Floor Mounted, Vertical (GR6-ZRT-F150-15+-AR BLM/870) or Equal.

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

- 3.1.13.1** Dual weapon vehicle mount for Ford F150 must be a rear floor mount with the weapons in a vertical position.
 - 3.1.13.2** Dual weapon vehicle mount for Ford F150 must have availability to adjust the height on the AR side to accommodate different stocks of the weapons.
 - 3.1.13.3** Dual weapon vehicle mount for Ford F150 locking mechanism for AR is positioned on the gun's barrel.
 - 3.1.13.4** Dual weapon vehicle mount for Ford F150 must have a handcuff key locking system and an automatic locking system that can be wired to a separate control.
- 3.1.14** Dual or Single Weapon Vehicle Mount shall be the Gun Rack for Police Vehicles by Setina – Free Standing Weapon System or Equal
- 3.1.14.1** Dual or single weapon vehicle mount must be a floor mount system.
 - 3.1.14.2** Dual or single weapon vehicle mount must be a free-standing system, mounted without a partition.
 - 3.1.14.3** Dual or single weapon vehicle mount must be universal to most vehicle makes, models, and year.
 - 3.1.14.4** Dual or single weapon vehicle mounts must have availability to adjust the height on the AR side to accommodate different stocks of the weapons.
 - 3.1.14.5** Dual or single weapon vehicle mounts must be able to accommodate AR-15/M4 and/or Remington 870 Shotguns.
 - 3.1.14.6** Dual or single weapon vehicle mount must have a locking mechanism for AR is positioned on the gun's barrel.

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

3.1.14.7 Dual or single weapon vehicle mount must have a handcuff key locking system and an automatic locking system that can be wired to a separate control.

3.1.14.8 Dual or Single Weapon vehicle Mounts shall fit Ford Explorers 2016, 2017, and 2018. Also, Ford F-250's 2019 and 2020 at the present time. The WV State Fire Marshal's Office shall reserve the right to add vehicles to this contract as the Fleet is purchased each year. Pricing for added vehicles shall be negotiated at time of contract renewal.

*Single will be an AR-15 style riffle, Double AR-15 style riffle, Remington 870 .12 gauge shall be the riffles to be mounted.

The WV State Fire Marshal's Office has Ford Explorers 2016, 2017, and 2018. Also, Ford F-250's 2019 and 2020 at the present time. These Vehicles are PI Utility. The WV State Fire Marshal's Office shall reserve the right to add vehicles to this contract as the Fleet is purchased each year. Pricing for added vehicles shall be negotiated at time of contract renewal.

Pricing Page Modification. The Division of Administrative Services may permit Vendor to update items in its Pricing page at each renewal date. Determination of whether or not to allow a Pricing update is at the sole discretion of the Division of Administrative Services. Any request by Vendor to update its Pricing must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Pricing page and the Discounted Unit Price of those items. (3) and all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State. The Division of Administrative Services may waive the detailed listing requirement if it finds that doing so is in the best interest of the State.

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

4.2.1 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Beverly.L.Ruppert@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 30 working days after

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

orders are received. Vendor shall deliver emergency orders within 15 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

6.2.1 Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Vehicle Equipment Consoles, Mounting Brackets, and Accessories, and Gun Racks

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Gwen Strickland
Telephone Number: 859-800-1190
Fax Number: 877-914-2557
Email Address: strickland-gwen@galls.com



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 05 - Auto Supply

Proc Folder: 739509

Doc Description: Vehicle Consoles, Brackets, Gun Rack & Accessories

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-23	2020-07-07 13:30:00	CRFQ 0619 FIC2000000010	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Galls, LLC
 1340 Russell Cave Road
 Lexington, KY 40505

FOR INFORMATION CONTACT THE BUYER

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature X

FEIN # 20-3545989

DATE 07/07/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Quotation. The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Fire Marshal to establish an Agency Open-end contract for vehicle equipment consoles, mounting brackets and accessories, and gun racks, dual or single. Per the bid specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Jotto Desk 9 Inch Police Equipment Console Short Stack or Eq	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk 9 Inch Police Equipment Console Short Stack or Eq

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Jotto Desk Ford F 150 SSV/PR, F250-550 (2018+) contour Conso	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Ford F 150 SSV/PR, F250-550 (2018+) contour Conso

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Jotto Desk AR/ZRT Console Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk AR/ZRT Console Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Jotto Desk 28" Floor Plate Kit with Brackets or Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk 28" Floor Plate Kit with Brackets or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Console Cup Holder	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Console Cup Holder

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Jotto Desk Armrest or Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk Armrest or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Jotto Desk Blank Faceplates 1" up to 4" or Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk Blank Faceplates 1" up to 4" or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Jotto Desk Motorola APX 1500/APX4500/6500 Dash Mount	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Motorola APX 1500/APX4500/6500 Dash Mount Facepla

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Jotto Desk Faceplate Brackets 2" up to 4" or Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Faceplate Brackets 2" up to 4" or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Jotto Desk Mic Clip Faceplate Mount or Equal	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Mic Clip Faceplate Mount or Equal

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Jotto Desk USB X2, 12 V power Outlets in a 2" Faceplate or E	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk USB X2, 12 V power Outlets in a 2" Faceplate or E

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Jotto Desk Storage Box w/adjustable Armrest & Lock Floor Pla	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :
Jotto Desk Storage Box w/adjustable Armrest & Lock Floor Pla

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US		ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Jotto Desk Gun Rack, Dual Weapon, Rear Floor Mounted, Vertic	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Jotto Desk Gun Rack, Dual Weapon, Rear Floor Mounted, Vertic

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US	ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Gun Rack for Police Vehicles by Setina, Free Standing System	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25174808			

Extended Description :

Gun Rack for Police Vehicles by Setina, Free Standing System

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2020-06-29

FIC2000000010	Document Phase Final	Document Description Vehicle Consoles, Brackets, Gun Rack & Accessories	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



System Capabilities

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

Shop-By Location the employee is assigned to are available for order. This ensures that the employee can only order those products required for his/her job function.

- Galls eEquip supports alterations, such as trouser hemming, application of badges, etc. These elements are defined based on the requirements of the uniform program, and may be limited to specific styles and employee groups.
- *Optional “Shop Galls” Feature for Galls eEquip*
 - Feature allows the customer to add the entire Galls.com product offering to their website at a negotiated percent discount off retail.
 - Reduces the need to call for quotes on items that are needed right away
 - Keep in mind that customized VAS options are not available on these items
- *Optional “Package Ordering” Feature*
 - Feature allows the user to create “Packages” of items that are frequently ordered at the same time (ex. “New Hire Package,” “New Vehicle Package”)
 - “Package” orders are bundled and shipped together by user
 - This feature reduces the number of clicks per order and reduces errors during order entry by ensuring that all needed items are ordered before processing
- *Optional Allotment Management*
 - The system provides employee allotment management based on dollars OR units.
 - If permitted by the uniform program profile, employees may purchase uniforms in excess of their allotment amount via credit card.
 - Allotments may be renewed on the employee’s anniversary date, the calendar year (each January 1), or a specific date.
 - Unused allotments may be rolled over to the new allotment year in its entirety, or a portion of the unused allotment may be rolled over, or no rollover based on the Uniform Program Profile.
 - If Allotment Management is required for the uniform program, the employee’s available allotment is verified during the checkout process.
 - If the amount ordered exceeds the employee’s available allotment and the program allows employee payments for amounts over the allotment via credit card, the checkout process remains active, and the employee will be prompted for credit card information during the checkout process.
 - If there is not sufficient allotment to cover the order amount and the program does not permit payment of the overage by the employee (via credit card), the checkout process will be disallowed until the order is altered to be within the employee’s available allotment amount.
 - If the program has an allotment limit by product category, the payment for the amount over allotment will be forced to a credit card if credit card purchases are allowed (i.e. agency will only pay \$100 toward a footwear purchase).
 - If the program has allotment needs but also wants to allow orders paid for by the agency off of allotment, this can be accommodated along with a reason code for the purchase and purchase comments. Approval can be required for

this scenario and users will chose from a drop list of approvers (up to 3 levels of approval).

- *Optional Payroll Deduction Management*
 - Much like allotment management, the system can deposit, track, and renew payroll deduction funds to users
 - Renewal periods are identical to allotment renewals (anniversary date or calendar date)
 - Detailed month-end reporting available as well as on-demand reporting to track balances
 - Payroll deduction funds may be used in conjunction with other pay methods if allotment is exceeded or the employee does not have available funds on his/her credit card but need to make a purchase
- *Controlled Uniform Order Placement*
 - Galls eEquip controls uniform order placement by tying together the Employee, Product Offering, Shop-By Location and Allotment Management segments of the system, as governed by the uniform program profile.
 - Galls eEquip provides a web-based method for customer uniform administrators or employees to place uniform orders. The product offering and associated optional alteration options are displayed are based on the ordering employee's employee group assignment. Any mandatory alterations, such as standard department patch are garment, are hard code in the back system to ensure no mandatory alteration is missed during order placement on the website.
 - Galls eEquip allows for orders to be placed using a "shop-by individual" feature which provides an administrator the ability to place a large bulk uniform order and segment the order down to the individual employee level, eliminating the necessity to place a separate order for each employee.
- *Optional On-Line Order approval*
 - A customer may require all order or certain orders be approved by an Administrator prior to being processed. Galls eEquip allows for approval gates to be established from shipping to order dollar amount which are defined in the Uniform Program Profile. These orders remain in a "Hold for Approval" status until released by an Administrator. Galls eEquip provides information on these orders to the Administrators through system generated approval emails sent to the Administrator which allows the order to be approved through the links provided in the email, or on the Administrator's user dashboard on the website.
 - Upon order approval, the order is released to the back-office system for fulfillment. Denied orders assume a "denied" status, and are not released to the back-office system.
- *Administrator Site Maintenance and Task Management*
 - Allows customer's website administrator to add/remove product as needed
 - Customers can make changes effective immediately or request a quote from a sales associate

- Customer administrators may also submit work requests through eEquip Task Management software so that requests are visible through a workflow and accompanied by automatic email updates
- *Integrated with Galls ERP system*
 - The system is integrated with Gall's order fulfillment system, to include functionality in the areas of distribution, inventory control, production planning and stock replenishment, as well as accounting support.
 - When an order is placed in the system, it is passed directly to the distribution system for fulfillment of the order. As the order makes its way through the fulfillment process, the system is updated: 1) to confirm that the order was successfully received into the distribution system, 2) when the order is in process, and 3) when shipment is made. Shipment quantities and shipment dates are included in the data passed to the system from the distribution system.
 - As a result of the system order being passed to our back-office systems, our perpetual inventory is allocated/depleted. Our production-planning module recognizes the inventory depletion, and if warranted, triggers the stock replenishment process.
- *Flexible, On-Demand Management Reporting*
 - Galls eEquip provides flexible, on-demand reporting with output into Excel .xls or Excel .xlsx, which allows for easy review and manipulation of the data output by the Administrators. The reporting can be sent directly to the requestors email or reviewed from the reports dashboard.
 - Available reports include:
 - Allotment Report
 - Order History Sales report
 - Itemized Sales report
 - Allotment Activity Report
 - Unit Allotment Activity Report
 - Backorder Report
 - Dropship Report
 - Within the various report offerings, the user may specify parameters such as date ranges, open or closed orders, or limit report data to a specific location or department, as applicable to the report.
- *Customer management of employees*
 - Galls eEquip system allows for department Administrators to have the ability to assign new users to the website, update user profiles, Shop-By Location, etc. should the customer chose the manager their own employee access to the website.
- *Customer management of inventory*
 - Galls eEquip provides a tool to track the customer's on-site inventory purchased by Galls as well as outside vendors.
 - The inventory management tool also allows Administrators to issue items to individuals, track those issues, and track return status of items. This gives administrators a

convenient place to create a history for all users and what items they may have in their possession.

- 4 Major Components:
 - Inventory Management—
 - Build custom inventory assortment, tree structure with branch/leaf design like UP assortment
 - Load SKUs from Uniform Program or load items received in via Non-Galls Receiving
 - Manually load inventory or push inventory in via Galls/Non-Galls Receiving
 - Serial Number/Expiration Tracking
 - Allows administrators to input the number of serial numbers to capture on an item and expiration in months
 - Users and administrators receive automatic notifications in advance of expiration dates
 - System is adaptable with standard UPC scanners and signature pads for quicker serial number entry and item issuing
 - Galls Receiving
 - Receive orders in to inventory that have been closed in GQ and designate assortment to load in to—inventory auto-loads
 - Receive orders in and “set-aside” for individuals so that they are not shown in “active” inventory under the Inv. Mgmt. tool
 - Order management dashboard that will allow quartermaster employees to receive in orders and notify users when their items are ready for pickup
 - Non-Galls Receiving
 - Manually receive in non-Galls order, can designate a receive date, vendor, vendor code, item number, description, qty, and assortment—inventory auto-loads to designated assortment to Inv. Mgmt tool
 - Agency Issues
 - Issue items to individuals, capture signature upon receipt by individual
 - Can return items from individuals and designate if “damaged” or “reusable” with “reusable” returns auto-loading back in to the Inv. Mgmt. tool
 - Reporting available on this feature
- Budget Tracking
 - Allows customers to load a blanket purchase order to their site
 - Customer can assign a start/end date of the purchase order, amount that cannot be exceeded, and set low balance thresholds that will alert finance users that a new PO will need to be requested, generated, and loaded on to the site
 - The system will block orders that may cause the PO to be exceeded

- **Quote Management**
 - Galls eEquip provides a tool to allow customers to generate their own quotes in order to obtain purchase orders
 - Items going on the quote will need to be pre-loaded on to the site
 - This tool is helpful for agencies who have to submit quotes to their finance departments in order to obtain purchase orders, even if our pricing on eEquip is a constant, fixed price
- **Customer Onboarding Team and Process**
 - Customers who sign on with Galls for their eEquip programs will be provided with a dedicated program specialist who will assist in gathering program requirements, build out of the program, launch, and post-launch support
 - This team will assist with training materials when needed and give the customer a point of contact for the duration of the build-out

System Availability, Security and Technical Information

- System is available 24x7
- Compatible with mobile devices via custom mobile experience
- Minimal service outages for maintenance/upgrades – scheduled to 4x per year, with emergency outages being communicated as soon as possible.
- System is based on IBM iSeries POWER 8 Technology
 - <http://www-03.ibm.com/systems/i/index.html>
 - Data Center includes multiple LPARs
 - Utilize Replication as a Service with a managed service partner who provides us with a similarly configured iSeries within their data center
- System utilized IBM DB2 for idata base
 - <http://www-03.ibm.com/systems/i/software/db2/index.html>
- System Security – Our Data Center is kept protected and secure
 - iSeries is housed in an internal Data Center that is protected via card entry scanning and video surveillance equipment
 - Our partner utilizes a similar configuration but also uses biometric scanning as an additional layer of protection
- Data Security and Protection
 - Utilize a layered approach that includes Next Gen firewalls along with DDoS protection, web application firewall, and SSL certificates
 - All secure web traffic is done using Verisign (Symantec) 2048 bit public key and SSL certificate 256 bit
 - Network is segmented and we are deploying Rate Limiting technology
- The system is designed to allow for a minimum doubling in size/volume of the business without requiring any upgrades

